# AMENDED AND RESTATED AFFINITY AGREEMENT

This Amended and Restated Agreement is entered into as of this 10th day of Aug., 1995 (the "Effective Date") by and between MBNA AMERICA BANK, N.A., a national banking association having its principal place of business in Newark, Delaware ("MBNA America"), and THE ASSOCIATED ALUMNI OF BROWN UNIVERSITY, having its principal place of business in Providence, Rhode Island ("AABU").

WHEREAS, AABU and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Original Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of AABU; and

WHEREAS, AABU and MBNA America mutually desire to amend and restate the Original Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, AABU and MBNA America agree as follows:

1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this agreement and Schedules A and B and Exhibit A.

(b) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program.

(c) "Customer" means any Member who is a participant in the Program.

(d) "Financial Service Products" means credit card programs, charge card programs, debit card programs, revolving loan programs, travel and entertainment card programs and long distance calling card programs.

(e) "Mailing Lists" means updated and current lists, magnetic tapes (in a format designated by MBNA America) and/or labels containing names, postal addresses and, when available, telephone numbers of Members segmented by zip codes or reasonably selected membership characteristics.

(f) "Member" means a member of AABU and/or other potential participants mutually agreed to by AABU and MBNA America.

(g) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(h) "Royalties" means the compensation set forth in Schedule B.

(i) "Trademarks" means any logo, service mark, trade dress, trade name, or trademark used or acquired by AABU during the term of this Agreement.

2. RIGHTS AND RESPONSIBILITIES OF AABU

(a) AABU agrees that during the term of this Agreement: (i) it will endorse the Program exclusively and will not sponsor, advertise, aid, develop or solicit any Financial Service Products of any organization other than MBNA America; (ii) it will not license or allow others to license the Trademarks in relation to or for promoting any Financial Services Products of any entity other than MBNA America; and it will not sell, rent or otherwise make available or allow others to sell, rent or otherwise make available any of its mailing lists or information about any current or potential Members in relation to or for promoting any Financial Service Products of any entity other than MBNA America; and (iii) no AABU publication shall carry advertisements for any Financial Service Products of any entity other than MBNA America.

(b) AABU agrees to provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with the Program. MBNA America will reimburse AABU for reasonable out-of-pocket expenses required to be incurred by AABU as a direct result of AABU complying with any of MBNA America's requests expressly made pursuant to this Section 2(b).

(c) AABU authorizes MBNA America to solicit its Members by mail, direct promotion, advertisements and/or telephone for participation in the Program, except that there shall be no telephone solicitations during solicitation periods by the Brown Annual Fund and AABU has the right to delete up to two hundred (200) names from the Mailing List prior to providing it to MBNA America.

(d) AABU shall have the right of prior approval of all Program advertising and solicitation materials, including card design and the script to be used for telemarketing, to be used by MBNA America, which contain AABU's Trademark; such approval shall not be unreasonably withheld or delayed.

(e) Upon the request of MBNA America, AABU shall provide MBNA America with Mailing Lists for mutually agreed upon marketing efforts, free of any charge. In the event that MBNA America incurs a cost because of a charge assessed by AABU or its agents for an initial Mailing List or an update to a list, MBNA may deduct such cost from Royalties due AABU. Such Mailing Lists shall contain at least seven thousand four hundred sixty two (7,462) names with corresponding postal addresses and, when available, telephone numbers.

(f) AABU shall only provide information to or otherwise communicate with Members or potential Members about the Program with MBNA America's prior written approval, except for current advertising and solicitation materials provided by MBNA America to AABU. Notwithstanding the above, AABU may respond to individual inquiries about the Program from its Members on an individual basis, provided that said responses are accurate and consistent with the materials provided by MBNA America to AABU.

(g) AABU hereby grants MBNA America and its affiliates a limited, exclusive license to use the Trademarks solely in conjunction with the Program, including the promotion thereof. This license shall be transferred upon permitted assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Nothing stated in this Agreement prohibits AABU from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Financial Service Products.

(h) AABU shall provide MBNA America with a subscription without charge to any and all AABU publications.

(i) The AABU shall have the right once per calendar year to provide to MBNA America (for inclusion in mailing of monthly statement) inserts prepared and paid for by the AABU subject to MBNA America's scheduling and weight restrictions. AABU shall have the right to include a statement message on each monthly statement, subject to MBNA America's approval, which shall not be unreasonably withheld.

3. RIGHTS AND RESPONSIBILITIES OF MBNA AMERICA

(a) MBNA America shall design, develop and administer the Program for the Members.

(b) MBNA America shall design all advertising, solicitation and promotional materials with regard to the Program. MBNA America reserves the right of prior written approval of all advertising and solicitation materials concerning or related to the Program, which may be developed by or on behalf of AABU.

(c) MBNA America shall bear all costs of producing and mailing materials for the Program and all other operational and marketing costs of the Program except as specifically provided herein.

(d) MBNA America shall make all credit decisions and shall bear all credit risks with respect to each Customer's account(s) independently of AABU. The parties agree that the AABU shall have no responsibility or liability for any such credit matters or any of the following, all of which shall be the sole responsibility of MBNA America: (1) processing responses resulting from solicitations of Customers, (2) decisions involving the granting or denial of credit to Customers or prospective Customers, (3) all matters relating to billing and collection of Customer accounts, (4) unpaid debts incurred by Customers, and (5) any other matters directly caused by MBNA America's acts and omissions hereunder. The parties agree that the AABU shall not be deemed to be a co-issuer of the credit cards.

(e) MBNA America shall use the Mailing Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Mailing Lists to use them for any other purpose. MBNA America shall have the sole right to designate Members on these Mailing Lists to whom promotional material will not be sent. These Mailing Lists are and shall remain the sole property of Brown University but AABU represents and warrants that it has the right and power to use it and make it available to MBNA America so long as it is used solely for the purposes set forth in this Agreement. However, MBNA America may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of MBNA America's own files and MBNA America shall be entitled to use this information for any purpose. MBNA America will not use this separate information in a manner that would imply an endorsement by AABU.

(f) MBNA may use Kessler Financial Services, Limited Partnership to assist in fulfilling its obligations under this Agreement.

(g) MBNA America shall maintain an adequate staff of trained personnel for the servicing of Customer's inquiries and complaints in order to resolve disputes as to property and services purchased by Customers with the credit card, alleged billing errors, and other servicing matters.

(h) MBNA America shall provide AABU with reports detailing quarterly royalty status broken out by new account royalty, renewal account royalty, purchases royalty, open accounts, outstanding balances and Sprint royalty.

(i) At AABU's request, MBNA America shall provide AABU with reports which may include information relating to response rates and approval rates on solicitations.

4. REPRESENTATIONS AND WARRANTIES

(a) AABU and MBNA America each represent and warrant to the other that as of the Effective Date and throughout the term of this Agreement:

(i) It is duly organized, validly existing and in good standing.

(ii) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(iii) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(iv) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(v) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

(b) AABU represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to MBNA America for use as contemplated by this Agreement.

## 5. ROYALTIES

During the term of this Agreement, MBNA America shall pay Royalties to AABU. Except as otherwise provided in Schedule B, payment of Royalties then due shall be made approximately forty-five (45) days but no later than sixty (60) days after the end of each calendar quarter.

## 6. CROSS INDEMNIFICATION

AABU and MBNA America each will defend, indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this Agreement by AABU or MBNA America, respectively as the case may be, or its directors, officers or employees. AABU will indemnify and hold harmless MBNA America and its Indemnitees from and against any and all Losses arising from a breach of Section 4(b) by AABU. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints that may reasonably result in the indemnification by the other party.

## 7. PROGRAM ADJUSTMENTS

A summary of the current features of the Program are set forth in Schedule A. MBNA America reserves the right to make periodic adjustments to the Program and its terms and features. MBNA America shall inform AABU prior to such an adjustment. MBNA America shall implement such adjustments in accordance with Delaware and applicable federal law. Such law currently requires that if an adjustment increases the fees or finance charges, MBNA America will give each Customer the opportunity to reject the change and pay the existing balance under the prior terms.

8. CONFIDENTIALITY OF AGREEMENT

The terms of this Agreement, any proposal, financial information and proprietary information provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement are confidential as of the date of disclosure. Such information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. MBNA America and AABU shall be permitted to disclose such terms (i) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the information as confidential in the above described manner and (ii) as required by law or by any governmental regulatory authority. Notwithstanding the foregoing, the AABU may disclose to its Members that (a) the AABU shall be paid an unspecified fee for each Member account established and renewed, and an unspecified portion of each purchase and (b) any other provisions contained in material distributed to Members by or with the approval of MBNA America.

9. TERM OF AGREEMENT

The Original Agreement shall have no further force and effect as of the Effective Date. The initial term of this Agreement will begin on the Effective Date and end on December 31, 2000. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods unless either party gives written notice of its intention not to renew at least one hundred twenty (120) days, but not more than one hundred eighty (180) days, prior the last date of such term or renewal term as applicable.

10. STATE LAW GOVERNING AGREEMENT

This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflicts of law principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

11. TERMINATION

(a) In the event of any material breach of this Agreement by MBNA America or AABU, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (i) describe the material breach; and (ii) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within sixty (60) days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate thirty (30) days after the Cure Period.

(b) If either MBNA America or AABU becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement. Any license granted by this Agreement or Mailing Lists provided shall not constitute assets or property in such proceeding which may be assigned or which may accrue to any trustee, receiver, creditor or to any court or creditor appointed committee or receiver.

(c) Upon termination of this Agreement, MBNA America shall, in a manner consistent with this Section 11(c) and Section 11(d), cease to use the Trademarks. After the termination or expiration of this Agreement, MBNA America will (i) replace a Customer's credit device that bears the Trademarks with a replacement credit device that does not contain the Trademarks upon the expiration date of that Customer's credit device or upon such earlier date as the Customer's credit device is reissued because it has been lost or stolen; and (ii) not use the Trademarks on any monthly statements, correspondence, records or checks of or to a Customer. MBNA America agrees that upon such termination it will not claim any right, title, or interest in or to the Trademarks or to the Mailing Lists provided pursuant to this Agreement. However, MBNA America may conclude all solicitation that is required by law.

(d) MBNA America shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement communicated by AABU to the Members, which approval will not be unreasonably withheld, delayed or conditioned. If MBNA America has not responded to AABU's request for approval of such notice within two (2) weeks, AABU can assume the request is approved. Upon termination of this Agreement, AABU shall not attempt to cause the removal of AABU's identification or Trademarks from any person's credit devices, checks or records of any Customer existing as of the effective date of termination of this Agreement.

12. MISCELLANEOUS

(a) This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto.

(b) The obligations in Sections 6, 8, 11(c), and 11(d) shall survive any termination of this Agreement.

(c) The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

(d) The section captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

(e) If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

(f) All notices relating to this Agreement shall be in writing and shall be deemed received (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(i) If to AABU:

ASSOCIATED ALUMNI OF BROWN UNIVERSITY
38 Brown Street
Box 1859
Providence, Rhode Island 02912

ATTENTION: Ms. Christine Love
Assistant Vice President, Alumni Relations

(ii) If to MBNA America:

MBNA AMERICA BANK, N. A.
400 Christiana Road
Newark, Delaware 19713

ATTENTION: Mr. Howard C. Wallace
Executive Vice President

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

(g) This Agreement contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein, including, without limitation, the Original Agreement. Without the prior written consent of MBNA America, which shall not be unreasonably withheld, AABU may not assign any of its rights or obligations under or arising from this Agreement. MBNA America may not assign or transfer its rights and/or obligations under this Agreement without the written consent of AABU; provided however, that MBNA America may assign or transfer, without written consent, its right and/or obligations under this Agreement:
(i) to any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii), below) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; or
(ii) to any individual, corporation or other entity (other than an Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or
(iii) to any MBNA Affiliate so long as the affiliate can fully perform the obligations of MBNA America set forth in this Agreement.
MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement.

(h) MBNA America and AABU are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement.

(i) Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than AABU and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

(j) In any action by or against AABU arising from performance or the failure of performance of the provisions of this Agreement, monetary damages will be limited to general money damages in an amount not to exceed the actual damages of the party plus reasonable attorneys fees and court costs. In no case will the other party be responsible for special, consequential or exemplary damages, except those that arise in connection with the gross negligence of such party or the willful breach by such other party of this Agreement.

(k) MBNA America recognizes that the AABU is a separate corporation from Brown University and that Brown University has no obligation or liability of any kind hereunder.

(l) If requested by AABU, at AABU's expense and no more frequently than once in any twelve (12) month period, MBNA America shall provide a quarterly royalty report detailing new account royalty, renewal account royalty and purchases royalty, which shall be certified as accurate in a signed opinion of the certified independent public accountant then serving MBNA America.

(m) Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any fault beyond its reasonable control or without its fault or negligence.

(n) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. CUSTOMER LIST

(a) Upon the request of AABU, but in no event more than once per twelve (12) month period, MBNA America shall provide a list of names and addresses of customers holding credit card accounts opened as a direct result of marketing efforts made pursuant to this Agreement and such other types or categories of information as may be mutually agreed upon by the parties (hereinafter the "Customer List"). AABU shall return to MBNA America each Customer List provided, in the same form as received along with any whole or partial copies or compilations thereof, within thirty (30) days of receipt of such Customer List.

(b) Each Customer List is confidential, proprietary information which is and shall remain the sole property of MBNA America. AABU shall not make any use of the Customer List nor make any Customer List available in whole or in part to any person or entity other than MBNA America without receiving prior written approval from MBNA America. In view of the confidential nature of each Customer List, AABU warrants that AABU and all its employees, volunteer, agents and/or representatives of AABU who work with any Customer List shall be made aware of the obligations contained in this Agreement and shall be under strict legal obligation not to copy any Customer List, disclose the Customer List or make any other use of any Customer List other than as specifically approved in writing by MBNA America. AABU shall comply with any reasonable requests of MBNA America with respect to security precautions to maintain the security of the Customer Lists.

(c) Because the nature of each Customer List makes an evaluation of damages after a violation of this Agreement impossible, then in the event that any Customer List is handled or used in a fashion that violates this Agreement by AABU or its employees, volunteers, agents, and/or representatives, MBNA America will be entitled to damages of twenty dollars ($20.00) for each use of each name, address or other type of category of information used in violation of this Agreement, with the amount of damages not to exceed one hundred thousand dollars ($100,00.00) per breach. In addition, AABU agrees that MBNA America shall be entitled to injunctive relief to prevent violation or further violation of AABU and/or its employees, volunteer, agents or representatives of this Addendum, and consents to submit to jurisdiction of the courts of the State of Delaware and of the United States of America located in the state of Delaware for any actions, suits or proceedings arising out of or related to this Agreement.

IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

| ASSOCIATED ALUMNI OF BROWN UNIVERSITY | MBNA AMERICA BANK, N.A. |
|---|---|
| By: Carolyn C. Newsom | By: |
| Name: CAROLYN C. NEWSOM | Name: David L. Harris |
| Title: President | Title: Executive Vice President |

## SCHEDULE A

TERMS AND FEATURES

Subject to (i) MBNA America's right to vary the Program and its terms and features, and (ii) the applicable agreement entered into between MBNA America and each Customer:

### A. CREDIT CARD ACCOUNTS

1. There is NO annual fee.

2. The current annual percentage rate will be a fixed rate of 16.9%, or a variable rate of prime plus 7.9%. For variable rate accounts, there may be an additional margin applied on account of the Customer's delinquency.

3. Customers may be offered opportunities to select credit insurance as a benefit under the Program.

### B. GOLD RESERVE ACCOUNTS

"Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee for the first six months.

2. The annual fee for the second six (6) months, when applied, is $7.50.

3. Thereafter the annual fee, when applied, is $15.00.

4. The current annual percentage rate is 16.9%.

### C. GOLD OPTION ACCOUNTS

"Gold Option Account" means a GoldOption$^{SM}$ (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

1. There is NO annual fee.

2. The current annual percentage rate is 15.9%.

SCHEDULE B

I. ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay AABU a Royalty calculated as follows, for those accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. $1.00 (one dollar) for each new Credit Card Account opened, which remains open for at least ninety (90) consecutive days.

2. $6.00 (six dollars) for each Gold Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Gold Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the Gold Card Account or the date such royalty last accrued.

3. $3.00 (three dollars) for each Preferred Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Preferred Card Account that remains open and active for a twelve (12) consecutive month period following the opening date of the Preferred Card Account or the date such royalty last accrued.

4. 0.50% (one half of one percent) of all retail purchase and cash advance transaction dollar volume generated by Customers using a Credit Card Account (excluding those transactions that relate to refunds, returns and unauthorized transactions).

5. 2% (two percent) of phone transaction dollar volume (excluding phone transactions that relate to refunds and unauthorized calls) made through the long distance calling card service and residential phone service benefits by Customers who have a Credit Card Account.

B. GROUP INCENTIVE PAYMENT ("GIP") ACCOUNTS

1. $25.00 (twenty five dollars) for each Gold GIP Account opened by a Member which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

2. $25.00 (twenty five dollars) for every Preferred GIP Account opened by a Member which remains open for at least ninety (90) consecutive days. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. $0.50 (fifty cents) for each Gold Reserve Account opened, which remains open for at least ninety (90) consecutive days.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Reserve Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. $2.00 (two dollars) for each applicable twelve (12) month period that a Customer pays the annual fee on a Gold Reserve Account.

D. GOLD OPTION REVOLVING LOAN ACCOUNTS

1. $0.50 (fifty cents) for each Gold Option Account opened, which remains open for at least ninety (90) consecutive days.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for each Gold Option Account. This Royalty will be paid within sixty (60) days of the calendar year end.

3. $2.00 (two dollars) for each applicable twelve (12) month period that each Gold Option Account remains open.

## II. ADVANCE ROYALTIES

1. Upon completion of the first Full Marketing Campaign (as defined herein) by MBNA America and which will occur no later than February 15, 1996, MBNA America shall pay to AABU, as an advance against future Royalties, the sum of $200,000 (two hundred thousand dollars) (the "Advance") (for 1996). Effective January 1, 1996, all Royalties earned by AABU pursuant to this Agreement shall, in lieu of payment to AABU, be applied by MBNA America against the amount of the Advance until such time as the Advance is repaid in full. Any Royalties earned once the Advance is fully repaid shall be paid to AABU as provided in this Agreement. On the first anniversary of the first Advance payment, MBNA America agrees to make another Advance payment of $200,000 (two hundred thousand dollars) (for 1997). On the second anniversary of the first Advance payment, MBNA America agrees to make another Advance payment of $200,000 (two hundred thousand dollars) (for 1998). On the third anniversary of the first Advance payment, MBNA America agrees to make another Advance payment of $200,000 (two hundred thousand dollars) (for 1999). On the fourth anniversary of the first Advance payment, MBNA America agrees to make another Advance payment of $200,000 (two hundred thousand dollars) (for 2000). All Advance payments listed above are contingent upon the following:

   (i) AABU does not materially breach any of its obligations under this Agreement, and the Agreement does not terminate as a result of such material breach; and

   (ii) AABU permits MBNA America to implement two direct mail campaigns to substantially all of the Members during each year of the term of the Agreement at mutually agreed upon times.

   (iii) AABU permits MBNA America to implement two telemarketing campaigns to substantially all of the Members during each year of the term of the Agreement at mutually agreed upon times.

   AABU hereby promises to pay MBNA America any difference between the amount of the Advance and the total amount of accrued Royalties credited by MBNA America against the Advance only in the event any of the above conditions are not satisfied. Such payment will be due to MBNA America on the next anniversary date as established by the Advance payment. In the event any of the above conditions are not satisfied and after any difference between the amount of the Advance and the total amount of accrued Royalties are returned to MBNA America, AABU shall accrue future royalties as provided in Section 5 of this Agreement.

2. A "Full Marketing Campaign" consists of a direct mail campaign to substantially all of the Members and a telemarketing campaign to substantially all of the Members.

## III. GUARANTEE ROYALTIES AND SIGNING BONUS

1. AABU shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than $1,000,000 (one million dollars) between January 1, 1996, and the end of the initial term of the Agreement, and if all the following conditions are satisfied:

   (i) AABU does not materially breach any of its obligations under this Agreement, and the Agreement does not terminate as a result of such material breach; and

   (ii) AABU was/is not required to repay any or all of the Advance, as provided in the last paragraph of subsection II. 1. above.

   If the above conditions are fully satisfied, MBNA America shall pay AABU on or before December 31, 2000 an amount equal to the difference between $1,000,000 (one million dollars) and the total Advance and/or Royalties accrued between January 1, 1996, and the end of the initial term of the Agreement, so long as such difference is greater than zero.

2. Upon full execution of this Agreement, MBNA America shall provide a one-time signing bonus of Ten Thousand Dollars ($10,000) to AABU to be used at the sole discretion of AABU.

EXHIBIT A

The following terms and features of the calling card benefit are subject to MBNA America's right to vary the terms and features of the Program under the Agreement, and to the terms contained in the credit card Agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time;

- Phone call details will be sent separately by third party phone service provider to Customers.
- Customers are billed by a single item by the credit card statements.
- Entire third party calling card number will appear on the AABU card. No off-card PIN required.
- Other special features include Conference Calling, Information Services, Multiple Calling and Calling Delivery.

**PLUS MILES ADDENDUM**
**TO THE ASSOCIATED ALUMNI OF BROWN UNIVERSITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into this 24 day of July, 1997 by and between The Brown Alumni Association ("BAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BAA and MBNA America, individually and in its capacity as assignee of any and all of Trans National's rights under the Agreement, are parties to an affinity agreement, as the same may have been amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of BAA; and

WHEREAS, BAA and MBNA America mutually desire to amend the Agreement to include the Plus Miles frequent travel reward enhancement ("Plus Miles") as another aspect of BAA's Program, MemberCard Program or Financial Service Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The parties agree that Plus Miles (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Plus Miles to some or all of the persons included on the lists provided by BAA under the Agreement.

3. BAA agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Plus Miles (other than MBNA America programs). Subject to the foregoing, all of BAA's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Plus Miles.

4. During the term of the Agreement, BAA will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Plus Miles enhancement (each, a "Plus Miles Credit Card Account") opened pursuant to the Program. Plus Miles Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of the Agreement.

5. Upon termination or expiration of the Agreement, or any aspect of the Program, BAA shall not take action to cause the removal of BAA's design, image visual representation, identification, trademark, trade dress, service mark, logo or tradename (each, a "Mark") from the credit devices, checks or records of any customer of MBNA America prior to (i) the expiration of said customer's credit device, with respect to Marks appearing thereon; and (ii) the exhaustion and clearing of such customer's extant check supply, with respect to Marks appearing thereon. Subject to the other provisions of the Agreement, and the extent not otherwise granted, BAA hereby grants to MBNA America a limited, exclusive license to use the Marks in connection with the Program, including without limitation the promotion thereof. BAA represents and warrants that BAA has full right, power and authority to license the Marks to MBNA America as provided in the Agreement and this Addendum.

6. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any

inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

7. This Addendum may be executed in any number of counterparts, each of which shall be considered an original. and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

| | |
|---|---|
| BROWN ALUMNI ASSOCIATION | MBNA AMERICA BANK, N.A. |
| By: Peter Bernstein | By: John C Richmond |
| Name: Peter Bernstein | Name: JOHN C Richmond |
| Title: President | Title: SEVP |



L:\WORD\SALES\CONTRACT\A\BAA3.DOC
06/06/97 1:58 PM

**Attachment #1**

I. Plus Miles Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

A. $35.00 (Thirty-Five Dollar) Yearly Enrollment Charge for the Optional Plus Miles Enhancement.

B. The current annual percentage rate will be a variable rate of prime plus 7.4%. There may be an additional margin applied on account of the customer's delinquency.

C. Customers may be able to select credit insurance as a benefit under the Program.

II. Plus Miles Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay BAA a Royalty calculated as follows, for those Plus Miles Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. $1.00 (one dollar) for each new Plus Miles Credit Card Account opened, which remains open for at least ninety (90) consecutive days. This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Plus Miles Credit Card Account.

B. $17.00 (seventeen dollars) for each Plus Miles Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Plus Miles Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Plus Miles Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Plus Miles Credit Card Account may renew every twelve (12) months after the opening of the account.

# TERM EXTENSION ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this _____ day of July, 2000 (the "Effective Date") by and between Brown Alumni Association ("Association"), formerly the Associated Alumni of Brown University, and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association and MBNA America are parties to an amended and restated affinity agreement dated August 10, 1995 (the "Amended and Restated Agreement"), as the same may have been amended by an addendum dated November 13, 1996 and an addendum dated July 24, 1997 (hereinafter all of the above mentioned contracts, copies of each of which are attached hereto as Attachments A, B, and C, respectively, are referred to collectively as the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Association; and

WHEREAS, Association and MBNA America mutually desire to extend the term of the Agreement;

WHEREAS, Association and MBNA America mutually desire to amend the Agreement to include MBNA America's Money Market Deposit Account and Certificate of Deposit Account Program, as such program may be amended from time to time (the "Deposit Program"): (i) as a financial service provided by MBNA America; and (ii) as another part of Association's Program, as the case may be (the "Program"), under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The current term of the Agreement is hereby extended to end on December 31, 2005 (the "Current Term"). Thereafter, the Agreement shall automatically extend at the end of the Current Term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew the Agreement.

3. In addition to Association's obligations under the Agreement to exclusively endorse the Program, Association agrees that during the term of the Agreement it will not market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of, any Financial Service Products of any organization other than MBNA America.

4. MBNA America shall pay to Association the sum of three hundred thousand dollars ($300,000) on each of the dates set forth below (each, a "Term Extension Advance"), as an advance against future Royalties, subject to the provisions set forth herein.

| Date |
|---|
| January 1, 2001 |
| January 1, 2002 |
| January 1, 2003 |
| January 1, 2004 |
| January 1, 2005 |

5. All Royalties accrued on or before December 31, 2000 shall, in lieu of direct payment to Association, be applied against any of the Advances paid prior to the Effective Date of this addendum until such Advances are fully recouped. Any advances accrued thereafter on or before December 31, 2000 shall be paid to the Association in accordance with the terms of the Agreement.

All Royalties accrued on or after January 1, 2001 shall, in lieu of direct payment to the Association, be applied against each Term Extension Advance paid to the Association until such time as each of the Term Extension Advances paid to the Association is fully recouped. Any such Royalties accrued thereafter shall be paid to the Association as set forth in the Agreement and this Addendum.

6. Notwithstanding anything else in this Addendum, MBNA America shall no longer be obligated to pay any additional Term Extension Advances to Association hereunder, and Association hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Term Extension Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Term Extension Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (iv) should occur:

(i) Association materially breaches any of its obligations under this Agreement, and this Agreement is terminated prior to the end of the Current Term as a result of such material breach;

(ii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) direct mail campaigns per year at mutually agreed upon times of the year to the full updated alumni Mailing List (which shall contain at least fifty five thousand (55,000) unique, addressable names with corresponding addresses and telephone numbers as provided by alumni) and the student Mailing List (which shall contain at least four thousand (4,000) unique, addressable names with corresponding addresses) updated during each consecutive twelve month period during the term of the Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period at mutually agreed upon times of the year during the term of the Agreement; and

(iv) MBNA America is prohibited from conducting on-campus "Promotion Campaigns" (e.g., tabling and postering) at major events for which the Brown Alumni Association has access during each consecutive twelve month period at mutually agreed upon times of the year during the term of the Agreement.

7. If at the end of the Current Term, or in the event the Agreement is terminated prior to the end of the Current Term, MBNA America has not fully recouped all of the Term Extension Advances in excess of the Guarantee Amount made to Association pursuant to Section 8 below, Association shall immediately pay MBNA America upon demand an amount equal to the difference between (a) the total amount of the Term Extension Advance(s) paid by MBNA America in excess of Guarantee Amount and (b) the Guarantee Amount. This provision shall survive termination of the Agreement.

8. Association shall be guaranteed to accrue Royalties (including without limitation the amount of the Advances) equal to or greater than one million one hundred and twenty five thousand dollars ($1,125,000.) between January 1, 2001 and the end of the Current Term (the "Guarantee Amount") expressly contingent upon and subject to the non-occurrence of any of the conditions set forth in Section 6., above.

9. Deposit Program

(a) The parties agree that the Deposit Program is now a part of the Program (as such Deposit Program or Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer the Deposit Program to some or all of the persons included on the lists provided by Association under the Agreement.

(b) Association agrees to (i) exclusively endorse the Deposit Program; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program similar to the Deposit Program. Subject to the foregoing, all of Association's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to the Deposit Program.

(c) Solicitation and marketing for the Deposit Program shall not be presented by MBNA America as a recommendation by Association to any person or entity to purchase MBNA America's services under the Deposit Program. Association has the right to review and approve materials, which bear the logos of the Association, such approval shall not be unreasonably withheld.

(d) During the term of the Agreement, Association will receive the royalties set forth below for accounts opened pursuant to the Deposit Program:

(i) 0.10% ( one-tenth of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

(ii) 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program. This royalty will be paid approximately forty-five (45) days from the end of each calendar quarter.

(e) The Deposit Program compensation set forth in Section 10(d) of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposit Program accounts.

10. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters

covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

Notices to Association shall be addressed to President, Brown Alumni Association, with a copy to Vice President, Alumni Relations, Brown University 38 Brown Street Box 1859, Providence RI 02912.
IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**BROWN ALUMNI ASSOCIATION**

By: Jerome Vascellaro
Name: JEROME C. VASCELLARO
Title: PRESIDENT
Date: JULY 13, 2000

**MBNA AMERICA BANK, N.A.**

By: [signature]
Name: Michael Durrell
Title: Senior Executive Vice Pres.
Date: Aug. 1, 2000

**AGREEMENT**
**by and between**
**BROWN UNIVERSITY**
**and**
**MBNA AMERICA BANK, N.A.**
**and**
**BROWN ALUMNI ASSOCIATION**

**This Agreement** is entered into as of this 23rd day of August, 2003 (the "Effective Date"), between Brown University (hereinafter referred to as "Brown"), on behalf of its Division of Athletics and Physical Education (hereinafter referred to as "Athletics"), and MBNA America Bank, N.A. (hereinafter referred to as "MBNA America") and the Brown Alumni Association (hereinafter referred to as "Association"), for themselves and their respective successors and assigns.

**Whereas,** MBNA America and Association are parties to that certain Amended and Restated Affinity Agreement dated August 10, 1995, as amended (the "Affinity Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Association; and

**Whereas,** Association is a separately incorporated entity from Brown and is not an affiliate or subsidiary of Brown; and

**Whereas,** Brown and Athletics are not parties to the Affinity Agreement and are not bound by its terms and conditions; and

**Whereas**, MBNA America and Association desire to expand the marketing opportunities for the credit card and associated products and services offered pursuant to the Affinity Agreement through advertising MBNA America's services/products at intercollegiate athletic events of Athletics, and Brown is willing to permit the same in accordance with the terms and conditions of this Agreement; and

**Whereas,** Association has agreed to pay Brown certain sums as set forth herein in order to secure from Athletics for the benefit of Association and MBNA America the advertising services and related benefits as further set forth herein.

**Now, Therefore**, in consideration of the promises and mutual covenants hereinafter contained, the parties agree as follows:

1. When use in this Agreement,

   (a) Agreement shall mean this agreement and Attachments #1, #2, and #3.

(b) Athletic Trademarks shall mean any design, image, visual representation, logo, service mark, trade dress, trade name or trademark presently owned or acquired in the future by Brown or Athletics, and used directly or indirectly by or on behalf of Athletics during the term of this Agreement.

(c) Licensed Trademarks shall mean those Trademarks listed on Attachment #3.

2. During the term of this Agreement, Athletics, acting on behalf of Brown, shall:

(a) promote the products and services of MBNA America at intercollegiate athletic events of Athletics, to the extent as agreed to in this Agreement, and in mailings to Athletics season ticket holders;

(b) not, by itself or in conjunction with others, directly or indirectly: (i) sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than MBNA America) the providing of any credit card, charge card or travel and entertainment card or program with respect thereof of any organization other than MBNA America; (ii) license or allow others to license or use the Athletic Trademarks in relation to or for promoting any credit card, charge card or travel and entertainment card or program with respect thereof of any entity other than MBNA America; and (iii) allow any entity other than MBNA America to promote any credit card, charge card or travel and entertainment card or program;

(c) provide MBNA America with such information and assistance as may be reasonably requested by MBNA America in connection with this Agreement;

(d) insert MBNA America marketing materials produced by MBNA America at MBNA America's expense, subject to Athletics' approval which shall not be unreasonably withheld or delayed, in a minimum of three (3) Athletics season ticket solicitations and mailings for each year of this Agreement;

(e) provide MBNA America with the advertising opportunities described in Attachment #1 attached hereto;

(f) provide MBNA America with free access to and permission to conduct direct promotion of MBNA America products and services as further described in Attachment #2 attached hereto at intercollegiate athletic events of Athletics, and ensure that MBNA America is the exclusive provider, solicitor and marketer of credit cards, charge cards or travel and entertainment cards or programs with respect thereof at any intercollegiate athletic events of Athletics, either inside the venue for the intercollegiate athletic event or in areas around the venue controlled by Athletics;

(g) shall not sell, rent or otherwise provide lists of season ticket holders to intercollegiate athletic events of Athletics or the names, addresses or any other information about current or future season ticket holders in relation to or for promoting any credit card, charge card or travel and entertainment card or program with respect thereof of any entity other than MBNA America during the term of this Agreement.

3. Brown hereby grants MBNA America and its affiliates a limited license to use the Licensed Trademarks solely in conjunction with the promotion of MBNA America products and services covered by this Agreement. MBNA America agrees that it shall use only vendors licensed by Brown including, but not limited to, Collegiate Licensing Company ("CLC"), or vendors otherwise approved by CLC, if the Licensed Trademarks are used on any novelty products including, but not limited to, tee shirts, cups, tokens, key chains or other souvenirs. If MBNA America elects to use a vendor other than CLC or one that is approved by CLC, MBNA America shall consult with Athletics to determine if the alternate vendor is properly licensed by Brown prior to undertaking any production of novelty products through that vendor. Costs associated with such items shall be the sole responsibility of MBNA America.

This license may be transferred upon assignment of this Agreement to (i) any individual, corporation or other entity (other than a subsidiary or an entity controlling, controlled by, or under common control with MBNA America (an "MBNA Affiliate")) pursuant to a sale (other than a sale as described in subsection (ii)) as long as such prospective buyer has substantially similar customer satisfaction standards as MBNA America; (ii) any individual, corporation or other entity (other than an MBNA Affiliate) pursuant to a merger, consolidation, or a sale of all or substantially all the assets of MBNA America; or (iii) any MBNA Affiliate. Any other proposed transfer of the license granted under this Agreement shall require the prior approval of Brown, which shall not be unreasonably withheld. This license shall remain in effect for the duration of this Agreement and shall apply to such Licensed Trademarks, notwithstanding the transfer of such Licensed Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual.

Brown represents and warrants to MBNA America as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Licensed Trademarks to MBNA America for use as contemplated by this Agreement. Brown will hold MBNA America, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse MBNA America's reasonable and actual costs in connection therewith (including attorneys' fees), arising from the Licensed Trademark license granted herein or from MBNA America's use of the Licensed Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or use of any Licensed Trademarks.

Brown shall provide MBNA America all Licensed Trademark production materials (e.g., camera ready art) required by MBNA America to effectuate this Agreement as soon as possible, but no later than thirty (30) days after Brown's execution of this Agreement.

4. Association, in consideration of the above covenants and obligations provided through Brown's Athletics, shall compensate Athletics as follows:

- $7,000 cash payable within two (2) weeks of the Effective Date of this Agreement;
- $7,000 cash payable by June 15, 2004; and
- $7,000 cash payable by June 15, 2005.

It is specifically agreed and understood that notwithstanding any terms and conditions in the Affinity Agreement as of the Effective Date of this Agreement, or as may be amended and/or modified from time to time by MBNA America and Association during the term of this Agreement, Association is bound by this Agreement to compensate Athletics the above-stated amounts on the dates above. In the event that MBNA America and Association terminate the Affinity Agreement at any time during the term of this Agreement, Association shall compensate Athletics the entire amount due and owing for the year in which such termination shall occur, but shall be relieved of its obligations for any remaining year of this agreement, provided, however, that Athletics shall not be obligated to provide to MBNA America any future services upon notice of termination.

5. All advertising materials to be inserted into Athletics season ticket holder mailings shall be sent to the following office: Assistant AD for Marketing, Brown, Box 1932, Providence, RI, 02912. The parties shall agree to an annual schedule for submission of such materials to ensure that they can be inserted in Athletics season ticket mailings for each of the seasons covered under this Agreement.

When required, artwork for all MBNA America advertising which is not included above must be provided to Brown to the following office: Assistant AD for Marketing, Brown, Box 1932, Providence, RI, 02912.

6. The term of this Agreement shall be from the period commencing upon the Effective Date of this Agreement and ending December 31, 2005 or upon the termination or expiration of the Affinity Agreement, whichever is earlier. Upon termination or expiration of the Affinity Agreement, MBNA America shall not have any further rights to engage in direct promotion campaigns at intercollegiate athletic events of Athletics and Athletics shall not have any further obligation to provide the advertising opportunities described in this Agreement, including the Attachments attached hereto.

7. This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

8. This Agreement cannot be amended except by written agreement signed by the authorized agents of the parties hereto.

9. The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights.

10. If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein.

11. All notices relating to this Agreement shall be in writing and shall be deemed given (i) upon receipt by hand delivery, facsimile or overnight courier, or (ii) three (3) business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to Brown University:

BROWN UNIVERSITY DEPARTMENT OF ATHLETICS
Pizzitola Sports Center
Box 1932
235 Hope Street
Providence, RI 02912

ATTENTION: Michael Kohler
Assistant Athletics Director - Marketing

Fax #: 401-863-1436

With a copy to :

OFFICE OF THE GENERAL COUNSEL
Brown University
Box 1913
Providence, RI 02903

Fax # : (401) 863-1120

(2) If to MBNA America:

MBNA AMERICA BANK, N. A.
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Director of National Sales

Fax #: 302-432-0261

(3) If to Association :

BROWN ALUMNI ASSOCIATION
Maddock Alumni Center
PO Box 1859
Providence, RI 02912

ATTENTION : Lisa Raiola, Executive Director

Fax # : 401-863-7070

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

12. This Agreement contains the entire Agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. MBNA America may utilize the services of any third party in fulfilling its obligations under this Agreement, except as limited herein. Certain products or services under this Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

13. MBNA America, Association and Brown acting through Athletics are not agents, representatives or employees of each other and shall not have the power to obligate or bind any other party in any manner except as otherwise expressly provided by this Agreement.

14. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Brown and/or Athletics, Association and MBNA America, their successors and assigns, any rights or remedies under or by reason of this Agreement.

15. This Agreement may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives have hereunto executed this Agreement in duplicate the day and year first written above.

Brown University

Name: David T. Roach
Title: Athletic Director
Date: 9/4/03

MBNA America Bank, N.A.

Name: Hal Erskine
Title: SEVP
Date: 10/24/03

Name: David Greene
Title: Interim V.P. for Campus Life & Student Svcs.
Date: 9-23-03

Brown Alumni Association

Name: EILEEN RUDDEN
Title: PRESIDENT
Date: AUGUST 23 2003

**Approved as to form**

Associate Counsel
Office of the General Counsel
Date: 9/17/03

ATTACHMENT #1

- MBNA America will receive one (1) 400-pixel advertising banner on brownbears.com on the Brown football home page, men's basketball home page, women's basketball home page, men's lacrosse home page, women's lacrosse home page, men's soccer home page, and women's soccer home page. Creative production costs will be absorbed by MBNA America.
- MBNA America will receive one (1) 150-pixel ad banner on brownbears.com on the right hand side of the front page, listed in the highlights section. Creative production costs of these ad banners will be absorbed by MBNA America.
- With respect to the Internet advertisements described above, MBNA America may establish a "hot-link" from such advertisements to another Internet site to enable a person to apply for a credit card account. Athletics shall modify or remove such advertisements within twenty-four (24) hours of MBNA America's request.
- Two (2) 33" x 96" dasherboard advertisements in Meehan Auditorium (does not include post-season tournaments and special NCAA/Conference championships).
- Four (4) Season tickets for Brown Football, Brown Basketball, and Brown Hockey.
- One (1) :30 commercial in all Brown radio broadcasts on AM 790 The Score, WOON, and www.brownbears.com.
- MBNA America will be the game sponsor for the Brown Football Parents' Weekend game annually.
    - i. Logo identification on the game program
    - ii. Two-Hundred (200) game tickets
    - iii. A :60 halftime presentation
    - iv. Logo identification and mention on all print, television, and radio promoting the game.
    - v. Two (2) additional public address announcements and matrix board messages recognizing their game day sponsorship.
    - vi. Fifty (50) additional tickets to be given to a non-profit of MBNA America's choice.

ATTACHMENT #2

- During the term of this Agreement, MBNA America shall have access to and be permitted to conduct direct promotion campaigns of MBNA America products and services at intercollegiate athletic events of all sporting teams of Athletics as mutually agreed upon by MBNA America and Athletics at the time season schedules for such intercollegiate athletic events are published.
- Notwithstanding the foregoing, MBNA America shall be permitted to conduct direct promotion campaigns at each of the home football games described below:

| 2003 Brown Bears Football Schedule | | |
|---|---|---|
| **Date** | **Opponent** | **Time** |
| 10/4/03 | URI | 1:00 PM |
| 10/11/03 | FORDHAM | 1:00 PM |
| 10/18/2003 (HC) | PRINCETON | 1:00 PM |
| 11/1/03 | UPenn | 12:30 PM |
| 11/15/03 | DARTMOUTH | 12:30 PM |

- Athletics shall provide one 8-foot table and two chairs per location for MBNA America's use during each direct promotion campaign. All tables will be spaced so as not to block doors and to allow ample room for many people to surround the tables prior to, during, and after each intercollegiate athletic event.
- Athletics shall provide MBNA America up to two locations at each venue for an intercollegiate athletic event of Athletics in which MBNA America will conduct a direct promotion campaign, with the option of a third, tailgating location for football games.
- MBNA America shall have access to the venue in which MBNA America will conduct a direct promotion campaign at least one hour prior to the gate opening in order to set up for the event.
- Athletics shall provide a secure storage area in all athletic venues for MBNA America to store marketing material and premiums that MBNA America will use in connection with direct promotion campaigns that it will be conducting at successive intercollegiate athletic events located in the same venue.
- Athletics shall provide MBNA America's employees and agents unencumbered access free of charge to any intercollegiate athletic event in which the parties have agreed that MBNA America will conduct a direct promotion campaign. Athletics shall provide at least one parking pass/permit for each intercollegiate event at which MBNA America will be conducting a direct promotion campaign. Furthermore, Athletics shall provide reasonable vehicular access to the venue at which MBNA America will be conducting a direct promotion campaign. Such vehicular access shall to the extent possible provide the vehicle a convenient position before and after the event to unload/load. In the event that MBNA America does not arrive at least one

hour prior to the opening of the venue, MBNA America shall forfeit its parking pass for the event.

- If at any time during the term of this Agreement, Athletics denies MBNA America access to an intercollegiate athletic event's venue or otherwise prevents MBNA America from conducting any mutually agreed upon direct promotion campaign, Athletics shall return to Association the full amount of consideration paid to Athletics during the year in which such access or marketing right was denied.

ATTACHMENT #3

LICENSED TRADEMARKS

#1 Bear – Brown Bears

#2 Brown – Bear Head

#3 Brown Bear – Color

# ADDENDUM

THIS ADDENDUM (the "Addendum") is entered into this 23RD day of AUGUST, 2003 ("Effective Date") by and between Brown Alumni Association ("Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association and MBNA America are parties to that certain Amended and Restated Affinity Agreement dated August 10, 1995, as amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Association;

WHEREAS, Association and MBNA America mutually desire to modify the Agreement as set forth herein; and,

WHEREAS, Association, MBNA America and Brown University ("Brown") are parties to that certain "Advertising Agreement" dated as of August 23rd, 2003, wherein Brown University agrees to provide MBNA America with certain advertising and promotional opportunities at intercollegiate athletic events of its Division of Athletics and Physical Education ("Athletics");

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The Term Extension Advance for each of calendar years 2003, 2004 and 2005 shall be and hereby is increased by $7,000. The Term Extension Advance for calendar year 2003 shall be payable within two (2) weeks of the Effective Date of this Addendum. For the avoidance of doubt, the Term Extension Advance, as modified hereby shall be and hereby is subject to the terms and conditions set forth in sections 5 and 6 of the Term Extension Addendum dated July 13, 2000 between MBNA America and Association.

3. If the Advertising Agreement is breached or terminated, then the foregoing amendment increasing the Term Extension Advance shall be deemed null and void and of no further force or effect. In addition, if during any particular year of the term of this Agreement Athletics returns to Association all or any portion of the compensation that Association paid to Athletics under the Advertising Agreement in consideration of services for that particular year, Association shall pay that same amount to MBNA America and MBNA America, at its sole option, shall either (i) reduce the total amount of the Term Extension Advances that have been paid to Association to date by that same

amount, or (ii) reduce the amount of any subsequent Term Extension Advance(s) due by the amount of the refund from Association.

4. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

| BROWN ALUMNI ASSOCIATION | MBNA AMERICA BANK, N.A. |
|---|---|
| By: Eileen Rudden | By: [illegible] |
| Name: EILEEN RUDDEN | Name: Hal Erskine |
| Title: PRESIDENT | Title: SEVP |
| Date: AUGUST 23 2003 | Date: 10/27/03 |

**TRAVEL REWARDS GIP ADDENDUM**

THIS ADDENDUM (the "Addendum") is entered into this 25th day of APRIL, 2003, by and between Brown Alumni Association ("Association"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, Association and MBNA America are parties to that certain Amended and Restated Affinity Agreement dated August 10, 1995, as amended (the "Agreement"), wherein MBNA America provides certain financial services to certain persons included in certain lists provided to MBNA America by or on behalf of Association; and

WHEREAS, Association and MBNA America mutually desire to amend the Agreement to include the frequent travel reward enhancement (the "Reward Enhancement") as another aspect of Association's Program under the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, Association and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The parties agree that the Reward Enhancement (as such credit card account enhancement is more fully described on Attachment #1) is now part of the Program (as such credit card account enhancement and Program may be adjusted or amended from time to time by MBNA America, in its sole discretion). MBNA America may, at its option, offer Reward Enhancement to some or all of the persons included on the lists provided by Association under the Agreement. The Reward Enhancement may be marketed under another name (*e.g.*, Plus Rewards/World Points). MBNA America reserves the right to change the Reward Enhancement name(s), in its sole discretion, from time to time.

3. Association agrees to not endorse, sponsor, promote, aid, advertise, or develop a travel rewards program similar to Reward Enhancement (other than MBNA America programs). Subject to the foregoing, all of Association's promises arising from its exclusive arrangement with MBNA America in the Agreement shall also apply to Reward Enhancement.

4. During the term of the Agreement, Association will receive the royalties set forth on Attachment #1, Section II. for credit card accounts carrying the Reward Enhancement (each, a "Reward Credit Card Account") opened pursuant to the Program. Reward Credit Card Accounts shall only generate the royalty compensation set forth on Attachment #1 notwithstanding any other provision of this Addendum or the Agreement.

5. When used in the Agreement or this Addendum, the following terms have the following meanings:

(a) "Group Incentive Program" or "GIP" means any marketing or other program whereby Association conducts solicitation efforts for the Program, and the parties mutually agree that such marketing or other program shall constitute a GIP.

(b) "GIP Account" means a credit card account opened by a person pursuant to a GIP in which Association complies with the GIP provisions of the Agreement and this Addendum.

(c) "Reward Credit Card Account" means a credit card carrying the Reward Enhancement opened pursuant to the Program.

(d) "Reward GIP Account" means a Reward Credit Card Account opened by a person pursuant to a GIP in which Association complies with the GIP provisions of the Agreement and this Addendum.

6. MBNA America shall design all advertising, solicitation and promotional material with regard to the Program, except with respect to those materials designed by Association pursuant to any GIP. In that regard, Association shall give MBNA America sixty (60) days prior notice of its desire to engage in marketing efforts regarding the Program itself, specifying that accounts generated from such efforts will entitle Association to the compensation specified in this Addendum, subject to the other terms and conditions of this Addendum and the Agreement.

7. All marketing materials generated as a result of such GIP programs shall be coded by Association for tracking purposes. Marketing materials or telemarketing inquiries from persons which, in either case, do not contain or reference such coding shall not be considered eligible for any of the GIP compensation set forth in this Addendum.

8. In addition to all other rights it has under the Agreement, MBNA America shall have the right of prior approval of all advertising and solicitation materials distributed by Association pursuant to any GIP. Further, MBNA America shall have final approval of the scope, timing, content and continuation of any GIP.

9. All costs incurred by MBNA America in producing and mailing materials created pursuant to any GIP or of supporting the marketing efforts of Association pursuant to any GIP shall be deducted from any or all compensation payments due Association under this Addendum or the Agreement.

10. Association shall comply with MBNA America's instructions and all applicable laws, including, without limitation, the Truth in Lending Act and the Equal Credit Opportunity Act, with regard to any GIP.

11. During the term of the Agreement, MBNA America will pay Association a royalty as set forth in Attachment #1, for those Reward GIP Accounts opened pursuant to a GIP program.

12. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

| BROWN ALUMNI ASSOCIATION | MBNA AMERICA BANK, N.A. |
|---|---|
| By: Javette P. Laremont | By: [illegible] |
| Name: JAVETTE P. LAREMONT | Name: Michael Durnik |
| Title: PRESIDENT | Title: SEVP |
| Date: 4/25/03 | Date: 5/9/03 |

**Attachment #1**

I. Reward Enhancement Brief Product Description

This description is subject in all respects to the agreement to be entered into between MBNA America and each customer, as the same may be amended from time to time. Further, this description may be adjusted or amended pursuant to MBNA America's rights under the Agreement, as amended by this Addendum.

A. No Annual Fee.

B. The current annual percentage rate is 12.99%. There may be an additional margin applied on account of the customer's delinquency.

C. Customers may be able to select credit protection as a benefit under the Program.

II. Reward Credit Card Account Royalties

During the term of this Agreement, MBNA America will pay Association a Royalty calculated as follows, for those Reward Credit Card Accounts with active charging privileges. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. $1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days . This Royalty will not be paid for any Credit Card Account which, after opening, converts to a Reward Credit Card Account.

B. $17.00 (seventeen dollars) for each Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

C. $25.00 (twenty five dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

**DEPOSIT PROGRAM ADDENDUM**
**TO THE BROWN ALUMNI ASSOCIATION AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 20th day of DECEMBER 2006 ("Addendum Effective Date"), by and between Brown Alumni Association ("BAA") and FIA CARD SERVICES, N.A., formerly known as MBNA AMERICA BANK, N.A. ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, BAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of August 10, 1995 as the same has been amended (the "Agreement") wherein Bank provides certain Financial Service Products to persons included in lists provided to Bank by or on behalf of BAA; and,

WHEREAS, BAA and Bank mutually desire to amend the Agreement to include certain of Bank's consumer deposit products, such as money market deposit accounts, certificate of deposit accounts, checking and savings accounts, checking accounts with debit card access and money market deposit and certificate of deposit individual retirement accounts (described herein collectively as "Deposits" and "Deposit Accounts" and, individually, as a "Deposit Account"): (i) as a Financial Service Product provided by Bank; and (ii) as another part of BAA's Program under the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, BAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms not otherwise defined in this Addendum shall have the meanings assigned to them in the Agreement.

2. The parties agree that Deposits are now a part of the Program (as the features, terms and conditions of such Deposits, and/or the Program may be adjusted or amended from time to time by Bank, in its sole discretion). Bank may, at its option, offer Deposits to some or all of the Members, including those persons and Mailing Lists provided by BAA under the Agreement.

3. Certain Financial Service Products or services under this Agreement may be offered through Bank's affiliates. For example, deposit products are currently offered by Bank of America, N.A. The parties acknowledge that all of Bank's rights and responsibilities under the Agreement, as amended by this Addendum, relating to the Deposits apply equally to Bank of America, N.A., and its successors and assigns. Bank, and its affiliates, will determine in their discretion the type or types of Deposits, it will offer under the Program, and such may be adjusted or amended from time to time by Bank. Bank and its affiliates, may from time to time in their discretion add new features and terms and adjust or amend current features and terms of the Deposits. Deposits will be subject to Bank's standard Deposit agreements. BAA will not possess any ownership interest in the Deposits or any accounts or access devices established pursuant to the Deposits. Bank may or may not market all Deposits or the Program through all of Bank marketing channels, including the Banking centers.

4. BAA agrees to (i) exclusively endorse Deposits; and (ii) not sponsor, promote, aid, advertise, or develop a deposit program that is similar to any Deposits that are or may be offered in connection with the Program. Subject to the foregoing, all of BAA's promises arising from its exclusive arrangement with Bank in the Agreement shall also apply to Deposits.

5. During the term of the Deposit Program, BAA will receive the royalties set forth below for Program Deposit Accounts and BAA shall continue to receive the royalties for certificate of deposit and money market deposit accounts described in Attachment #1, Section I of that certain Addendum to the Agreement dated January 4, 2006. Deposit Account royalties will not be paid to BAA on any existing non-endorsed deposit account that is converted to the Program. However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below or otherwise.

   (a) $10 for each new checking account opened under the Program which has a positive balance of at least $50.00 ninety (90) days from its opening date. An additional $5 for every checking account opened under the Program that has a positive balance of at least $50.00 on each subsequent anniversary of the account opening date. Payments will be made within forty-five (45) days after the end of each calendar quarter.

   (b) 0.10 % (ten one-hundredths of one percent) of Net New Purchases (as defined below) paid within forty-five (45) days after the end of each calendar quarter. Customers will also be eligible to participate in Bank's Keep The Change savings program and, subject to the rules of the program, will receive the Bank's standard savings match under the program.

   Net New Purchases equals the sum of all debit card purchase transactions on checking accounts under the Program minus (i) the sum of returns, credit vouchers and other credit adjustments, (ii) cash-back or cash withdrawals, (iii) purchases resulting from quasi-cash transactions, which are transactions convertible to cash and include the purchase of money orders, travelers checks or cards, foreign currency, cashier's checks, gaming chips and other similar instruments and things of value, (iv) purchases which relate to account funding transactions, including transfers to open or fund deposit, escrow, or brokerage accounts and purchases of stored-value cards (such as gift cards and similar cards), and (v) any account fees or charges.

6. The Deposits compensation set forth in Section 5 of this Addendum shall not affect any other compensation contained in the Agreement, and the compensation referenced in the Agreement shall not apply to the Deposits.

7. Notwithstanding anything contained in the Agreement to the contrary, BAA acknowledges and agrees that Bank may market any financial service products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Deposits and that such Bank Products are not subject to this Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, Deposits or

connection with, Deposits or a Bank Product. All such information becomes a part of Bank's own files and shall not be subject to the Agreement.

8. The initial term of the Deposits Program will begin on the Addendum Effective Date and end three years thereafter ("Deposits Program Initial Term"). The Deposits Program will automatically extend at the end of the Deposits Program Initial Term for additional two-year terms ("Deposits Program Renewal Term(s)"), unless either party gives written notice of its intention not to renew at least one hundred eighty (180) days prior to the scheduled expiration of the Deposits Program Initial Term or the applicable Deposit Program Renewal Term. The termination rights set forth in the Agreement may be exercised by the applicable party to terminate the Deposit Program only, or the Agreement, as amended by this Addendum, in its entirety.

9. Upon termination or expiration of the Deposit Program, Bank shall not be required to remove and BAA shall not take any action to cause the removal of BAA's design, image, visual representation, identification, trademark, trade dress, service mark, logo or trade name (each, a "Mark") from the debit cards or other Deposit Account access devices, checks, or records of any Customer prior to (a) the expiration of said Customer's debit card or other Deposit Account access device containing such Mark; and (b) the exhaustion and clearing of such customer's check supply containing such Mark. However, upon termination or expiration of the Deposits Program, Bank shall no longer use the Marks on Deposit Account statements sent to Customers. Following termination, Bank may convert Members, in its sole discretion, to any other Bank deposit product or service without notice to BAA; provided that Bank will not imply an endorsement of such other Bank deposit product or service by BAA.

10. Section 9 of that certain Term Extension Addendum dated July 13, 2000 is deleted from the Agreement in its entirety as of the Addendum Effective Date. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware and shall be deemed for all purposes to be made and fully performed in Delaware.

11. For a one (1) year period following the termination of the Deposit Program for any reason, BAA agrees that neither BAA nor any BAA affiliate shall, by itself or in conjunction with others, specifically target any offer of a deposit product or service similar to the Deposits, including without limitation, any checking account or debit card, to Members who were Customers.

12. BAA and Bank each will indemnify and hold harmless the other party, its directors, officers, agents, employees, affiliates, insurers, successors and assigns (the "Indemnitees") from and against any and all liability, causes of action, claims, and the reasonable and actual costs incurred in connection therewith ("Losses"), resulting from the material breach of this

Agreement by BAA or Bank, respectively as the case may be, or its directors, officers or employees.

13. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

| BROWN ALUMNI ASSOCIATION | | FIA CARD SERVICES, N.A. | |
|---|---|---|---|
| By: | [signature] | By: | [signature] |
| Name: | H.B. RODRIGUEZ-FARRAR | Name: | Jake Frego |
| Title: | PRESIDENT, B.A.A. | Title: | SVP |
| Date: | 12/20/06 | Date: | 1/19/07 |

# GROUP INCENTIVE PROGRAM ADDENDUM

THIS ADDENDUM (the "**Addendum**") is entered into as of the 20th day of DECEMBER, 2006, by and between Brown Alumni Association, f/k/a The Associated Alumni of Brown University ("BAA") and FIA Card Services, N.A., f/k/a MBNA America Bank, N.A. ("**BANK**"), for themselves and their respective successors and assigns.

WHEREAS, BAA and BANK are parties to an Amended and Restated Affinity Agreement dated August 10, 1995, as the same has been amended (the "**Agreement**"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of BAA; and

WHEREAS, BAA and BANK mutually desire to amend the GIP provisions of the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, BAA and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.

2. Sections A.7 and B.6 of Attachment #1 of the addendum dated January 4, 2006 are hereby deleted in their entireties and replaced with the following:

> $75.00 (seventy-five dollars) for each GIP Account and Reward GIP Account opened, which remains open for at least ninety consecutive days and which is utilized by the Customer within the first ninety consecutive days of the GIP Account's or Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts and Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

3. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, will remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement will be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, will be governed by and subject to the laws of the State of Delaware and will be deemed for all purposes to be made and fully performed in Delaware.

4. This Addendum may be executed in any number of counterparts, each of which will be considered an original, and all of which will be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents will be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

| BROWN ALUMNI ASSOCIATION | FIA CARD SERVICES, N.A. |
|---|---|
| By: [signature] | By: [signature] |
| Name: H. B. RODRIGUEZ-FARRAR | Name: Jake Prego |
| Title: PRESIDENT, B.A.A. | Title: SVP |
| Date: 12/20/06 | Date: 1/3/07 |





CONFIDENTIAL

MORTGAGE PRODUCTS AGREEMENT

As of this 6th day of SEPT., 2006 (the "Effective Date") FIA Card Services, N.A.(f/k/a MBNA America Bank, N.A.), a national banking association having its headquarters in Wilmington, Delaware ("Bank"), and Brown Alumni Association, having its headquarters in Providence, Rhode Island ("Association"), for themselves, and their respective successors and assigns, agree as follows:

1. Bank may offer certain closed-end loans and/or revolving open-end loans secured by residential real estate ("Mortgage Products") to the members of Association and/or other potential participants mutually agreed to by Association and Bank ("Members"). Bank shall select those programs and services of the Mortgage Products Bank agrees to make available pursuant to this Agreement from time to time ("Mortgage Program"). A Member who establishes an account relationship with Bank in response to marketing efforts made pursuant to this Agreement shall be deemed a "Mortgage Program Customer". Bank reserves the right to make periodic adjustments to the Mortgage Program and its terms and features.

2. Association authorizes Bank to conduct Marketing Campaigns periodically throughout the term of this Agreement. A "Marketing Campaign" means a direct mail letter campaign (i.e., letters sent directly to Members which describe the Mortgage Products and invite Members to apply) or a teleservices campaign (i.e., telephone calls to Members which describe the Mortgage Products and invite Members to apply). Bank shall design all advertising, solicitation and promotional materials with regard to the Mortgage Program and shall bear all costs of producing and mailing these materials for the Mortgage Program.

3. Upon the request of Bank, Association shall provide Bank with an updated and current membership list that contains the names, postal addresses and phone numbers of Members in a format designated by Bank and segmented by zip code or other reasonably selected membership characteristics (each, a "Member List") for the Mortgage Program. The initial Member List shall contain at least 67,000 names with corresponding postal addresses and, when available, telephone numbers. Bank shall use the Member Lists provided pursuant to this Agreement consistent with this Agreement and shall not permit those entities handling these Member Lists to use them for any other purpose. Bank shall have the sole right to designate Members on these Member Lists to whom Mortgage Program material will not be sent. Each Member List is and shall remain the sole property of Association. However, Bank may maintain separately all information which it obtains as a result of an account relationship or an application for an account relationship. This information becomes a part of Bank's own files and shall not be subject to this Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Association.

4. Association hereby grants Bank and its affiliates a limited, exclusive license to use (solely in conjunction with the Mortgage Program, including the promotion thereof) any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by Association during the term of this Agreement (each, a "Trademark"). This license shall be transferred upon assignment of this Agreement. This license shall remain in effect for the duration of this Agreement and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual. Association shall have the right of prior approval of all Mortgage Program advertising and solicitation materials to be used by Bank, which contain Association's Trademark; such approval shall not be unreasonably withheld or delayed. Nothing stated in this Agreement prohibits Association from granting to other persons a license to use the Trademarks in conjunction with the providing of any other service or product, except for any Mortgage Products.

5. (a) Association agrees that during the term of this Agreement: (a) it will not license to any entity (other than Bank) or allow others to license or use its name and/or the Trademarks in relation to or for promoting any Mortgage Products; and (b) it will not sell, rent or otherwise make available to any entity (other than Bank) or allow

others to sell, rent or otherwise make available any of its Member Lists or information about any current or potential Members in relation to or for promoting any Mortgage Products.

(b) In addition to the foregoing and notwithstanding anything contained in the Amended and Restated Affinity Agreement between Associated Alumni of Brown University and MBNA America Bank, N.A. dated as of August 10, 1995, as the same has been amended (" Affinity Agreement"), Association acknowledges and agrees that Bank may market to Members that respond to Mortgage Program marketing any financial products or services that Bank offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of a Mortgage Product and that such Bank Products are not subject to this Agreement or the Affinity Agreement. In addition, Bank may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, a Mortgage Product or Bank Product. All such information becomes a part of Bank's own files and shall not be subject to this Agreement, including for the sake of clarity, any marketing or cross-sell restrictions imposed upon Bank under the Affinity Agreement; provided however that Bank will not use this separate information in a manner that would imply an endorsement by Association..

(c) Notwithstanding anything in this Agreement to the contrary, Association will not make specific recommendations to or solicit Members for the purchase of Mortgage Products. Furthermore, Association shall only provide information or otherwise communicate with others about Mortgage Products with Bank's prior written approval.

6. Association shall only provide information or otherwise communicate about the Mortgage Program with Bank's prior written approval. Any correspondence received by Association that is intended for Bank (e.g., applications, payments, inquiries, etc.) shall be forwarded to the Bank account executive via overnight courier within 24 hours of receipt. All charges incurred for this service will be paid by Bank.

7 (a) Subject to Section 7(b), for each year of this Agreement Bank shall pay Association a fee of $10,000. This fee is solely for access to Association's Member List for purposes of marketing Mortgage Products to Members. This is an annual fee to be paid upon completion of the first Full Marketing Campaign by Bank and upon each anniversary date thereafterThe initial annual fee will be paid by Bank within thirty (30) days of the execution of this Agreement, with subsequent annual fee payments due beginning on June 30, 2007. as may be agreed by the parties pursuant to Section 7(c) below and is the only compensation paid by Bank to exercise its rights under this Agreement with regard to Mortgage Products, except as may be agreed by the parties pursuant to Section 7(c) below. This fee is not an advance. There is no per-loan compensation of any kind and no other compensation based on loan volume. In addition, no part of any compensation relating to Mortgage Products is allocated for the use of the Association's Trademarks or for Association's endorsement, if any. If this Agreement is terminated for any reason prior to the expiration of the term of this Agreement, Association shall refund a portion of the above fee equal to the fee multiplied by a fraction, the denominator of which is 12 and the numerator of which is the number of months between the termination date and the earlier of the next anniversary date or scheduled expiration date of this Agreement. No fee compensation hereunder shall be paid without a completed W-9 Form and EFT Form.

(b) Bank reserves the right to adjust the Section 7(a) fee annually, based on anticipated material changes to Bank's marketing plan for the Mortgage Program, for each upcoming contract year. In the event of a fee adjustment, Bank shall notify Association of the fee adjustment at least 60 days prior to the upcoming anniversary date of this Agreement.

(c) In addition, Bank may pay Association for other goods or facilities actually furnished or for services actually performed.

8. In the event of any material breach of this Agreement by Bank or Association, the other party may terminate this Agreement by giving notice, as provided herein, to the breaching party. This notice shall (a) describe the material

breach; and (b) state the party's intention to terminate this Agreement. If the breaching party does not cure or substantially cure such breach within 60 days after receipt of notice, as provided herein (the "Cure Period"), then this Agreement shall terminate 60 days after the Cure Period. Neither party shall be in breach hereunder by reason of its delay in the performance of or failure to perform any of its obligations herein if such delay or failure is caused by strikes, acts of God or the public enemy, riots, incendiaries, interference by civil or military authorities, compliance with governmental laws, rules, regulations, delays in transit or delivery, or any event beyond its reasonable control or without its fault or negligence. If either Bank or Association becomes insolvent in that its liabilities exceed its assets, or is adjudicated insolvent, or takes advantage of or is subject to any insolvency proceeding, or makes an assignment for the benefit of creditors or is subject to receivership, conservatorship or liquidation then the other party may immediately terminate this Agreement.

9. The terms of this Agreement, any Mortgage Program proposal, financial information and proprietary information related to the Mortgage Program that is provided by or on behalf of one party to the other party prior to, contemporaneously with, or subsequent to, the execution of this Agreement ("Information") are confidential as of the date of disclosure. Such Information will not be disclosed by such other party to any other person or entity, except as permitted under this Agreement or as mutually agreed in writing. Bank and Association shall be permitted to disclose such Information (a) to their accountants, legal, financial and marketing advisors, and employees as necessary for the performance of their respective duties, provided that said persons agree to treat the Information as confidential in the above described manner and (b) as required by law or by any governmental regulatory authority.

10. Upon termination of this Agreement, (a) Bank shall, in a manner consistent with this Section, cease to use the Trademarks; (b) Association shall not attempt to cause the removal of Association's identification or Trademarks from the records of any Mortgage Program Customer existing as of the effective date of termination of this Agreement; (c) for 1 year following termination of this Agreement for any reason, neither Association nor any Association affiliate shall, by itself or in conjunction with others, directly or indirectly, specifically target any offer of a closed-end loan and/or revolving open-end loan secured by residential real estate to any Mortgage Program Customer existing as of the effective date of termination of this Agreement; (d) Bank shall not claim any right, title, or interest in or to the Trademarks or to the Member Lists provided pursuant to this Agreement; (e) Bank may conclude all solicitations and/or transactions that are required by law; and (f) the obligations in Sections 9, 10 and 12 of this Agreement shall survive. Bank shall have the right to prior review and approval of any notice in connection with, relating or referring to the termination of this Agreement to be communicated by Association to the Members. Such approval shall not be unreasonably withheld. Notwithstanding the foregoing, Association may, after termination of this Agreement, offer persons who were Mortgage Program Customers the opportunity to participate in another mortgage program endorsed by Association provided the opportunity is only made available to such persons as a part of a general solicitation to all Members and provided further no such persons are directly or indirectly identified as a Mortgage Program Customer or customer of Bank, or offered any terms or incentives different from that offered to all Members.

11. Association and Bank each represents and warrants to the other that as of the Effective Date and throughout the term of this Agreement:

(a) It is duly organized, validly existing and in good standing.

(b) It has all necessary power and authority to execute and deliver this Agreement and to perform its obligations under this Agreement.

(c) This Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, receivership, reorganization or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

(d) No consent, approval or authorization from any third party is required in connection with the execution, delivery and performance of this Agreement, except such as have been obtained and are in full force and effect.

(e) The execution, delivery and performance of this Agreement by such party will not constitute a violation of any law, rule, regulation, court order or ruling applicable to such party.

12. Association represents and warrants to Bank as of the date hereof and throughout the term of this Agreement that it has the right and power to license the Trademarks to Bank for use as contemplated by this Agreement. Association will hold Bank, its directors, officers, agents, employees, affiliates, successors and assigns harmless from and against all liability, causes of action, and claims, and will reimburse Bank's reasonable and actual costs in connection therewith, arising from the Trademark license granted herein or from Bank's use of the Trademarks in reliance thereon. Each party shall promptly notify the other party in the manner provided herein upon learning of any claims or complaints relating to such license or the use of any Trademarks.

13. This Agreement cannot be amended except by written agreement signed by the authorized agents of both parties hereto. The failure of any party to exercise any rights under this Agreement shall not be deemed a waiver of such right or any other rights. If any part of this Agreement shall for any reason be found or held invalid or unenforceable by any court or governmental agency of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement which shall survive and be construed as if such invalid or unenforceable part had not been contained herein. This Agreement shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware.

14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement contains the entire agreement of the parties with respect to the Mortgage Program and supersedes all prior promises and agreements, written or oral, with respect to the Mortgage Program. Bank may utilize the services of any third party in fulfilling its obligations under this Agreement. Mortgage Products under this Agreement may be offered through Bank affiliates. The parties acknowledge that all of Bank's rights and responsibilities under this Agreement relating to the Mortgage Products apply equally to Bank of America, N.A. and its successors and assigns.

15. Bank and Association are not agents, representatives or employees of each other and neither party shall have the power to obligate or bind the other in any manner except as otherwise expressly provided by this Agreement. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or give any person other than Association and Bank, their successors and assigns, any rights or remedies under or by reason of this Agreement.

16. All notices relating to this Agreement shall be in writing and shall be deemed given (a) upon receipt by hand delivery, facsimile or overnight courier, or (b) 3 business days after mailing by registered or certified mail, postage prepaid, return receipt requested. All notices shall be addressed as follows:

(1) If to **Association**:

Brown Alumni Association
38 Brown Street
Maddock Alumni Center
Providence, RI 02912

ATTENTION: Ann Rockwell Roe,
Fax #: (401) 863-7070

(2) If to Bank:

Bank (Delaware)FIA Card Services, N. A.

1100 N. King Street
Wilmington, Delaware 19884

ATTENTION: Director, Mortgage Lending
Fax #: (302) 458-3535

Any party may change the address to which communications are to be sent by giving notice, as provided herein, of such change of address.

17. The initial term of this Agreement will begin on the Effective Date and end on ~~December 31, 2012~~June 30, 2009. This Agreement will automatically extend at the end of the initial term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least 90 days, but not more than 180 days, prior to the last date of such term or renewal term, as applicable. Notwithstanding the term, Association may terminate this Agreement at any time upon 60 days prior written notice to Bank.

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IN WITNESS WHEREOF, each of the parties, by its representative, has executed this Agreement as of the Effective Date.

| BROWN ALUMNI ASSOCIATION SERVICES, N.A., N.A. | MBNA AMERICA (DELAWARE)FIA CARD |
|---|---|
| By: [signature] | By: [signature] |
| Name: HANNELORE B. RODRIGUEZ-FARRAN | Name: Jake Frego |
| Title: PRESIDENT | Title: SVP |
| Date: 9/6/06 | Date: 12/15/06 |

# ADDENDUM TO THE BROWN ALUMNI ASSOCIATION

THIS ADDENDUM (the "Addendum") is entered into this 4TH day of JAN., 2006 by and between Brown Alumni Association (f.k.a. The Associated Alumni of Brown University) ("BAA"), and MBNA America Bank, N.A. ("MBNA America"), for themselves and their respective successors and assigns.

WHEREAS, BAA and MBNA America are parties to an amended and restated affinity agreement dated August 10, 1995, as the same was amended by addenda dated November 13, 1996, July 24, 1997, July 13, 2000, April 25, 2003, and August 23, 2003 (the "Agreement"); and

WHEREAS, BAA and MBNA America mutually desire to extend the term of the Agreement and modify the Agreement as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BAA and MBNA America agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum.

2. Effective January 1, 2006, Section 1 of the Agreement is deleted in its entirety and replaced with the following new Section 1:

1. DEFINITIONS

When used in this Agreement,

(a) "Agreement" means this agreement and Schedules A, B, and C.

(b) "Business Credit Card Account" means a business Credit Card Account opened in response to marketing efforts made pursuant to the Program.

(c) "Business Gold Option Account" means a GoldOption (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.

(d) "Business Gold Reserve Account" means a GoldReserve (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving business loan account opened by a Member in response to marketing efforts made pursuant to the Program.

(e) "Business Reward Account" means a Business Credit Card Account carrying the Business Reward Enhancement and opened pursuant to the Program.

(f) "Business Reward Enhancement" means the travel/merchandise reward Business Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Business Reward Accounts. The Business Reward Enhancement may be marketed under another name as determined by MBNA America from time to time, in its sole discretion.

(g) "Credit Card Account" means a credit card account opened by a Member in response to marketing efforts made pursuant to the Program. A "Student Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Credit Card Account" is a Credit Card Account opened through an application coded by MBNA America as an alumni application.

(h) "Customer" means any Member who is a participant in the Program.

(i) "Financial Service Product" means any credit card program, charge card program, debit card program, installment loan program (including closed-end mortgage loans and practice finance loans), revolving loan program (including open-end mortgage loans and business lines of credit), deposit program and travel and entertainment card program.

(j) "Gold Option Account" means a GoldOption® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

(k) "Gold Reserve Account" means a GoldReserve® (as such service mark may be changed by MBNA America, in its sole discretion, from time to time) revolving loan account opened by a Member in response to marketing efforts made pursuant to the Program.

(l) "Mailing List" means an updated and current list and/or magnetic tape (in a format designated by MBNA America) containing non-duplicate names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Members who are at least eighteen (18) years of age, segmented by zip codes or reasonably selected membership characteristics.

(m) "Member" means: (i) an undergraduate or graduate student at the University (each a "Student Member"); and (ii), alumni of the University, a member of BAA, and/or other potential participants mutually agreed to by BAA and MBNA America (each an "Alumni Member").

(n) Practice Finance Products include, but are not limited to, secured and unsecured loans and lines of credit to professionals (e.g., doctors, lawyers and accountants), but does not include Gold Option Accounts or Gold Reserve Accounts .

(o) "Program" means those programs and services of the Financial Service Products MBNA America agrees to offer pursuant to this Agreement to the Members from time to time.

(p) "Reward Credit Card Account" means a consumer Credit Card Account carrying the Reward Enhancement and opened pursuant to the Program. A "Student Reward Credit Card Account" is a Reward Credit Card Account opened through an application coded by MBNA America as a student application. An "Alumni Reward Credit Card Account" is a Reward Credit Card Account opened through an application coded by MBNA America as an alumni application

(q) "Reward Enhancement" means the loyalty reward consumer Credit Card Account enhancement as provided through MBNA America and offered as part of the Program for Reward Credit Card Accounts. The Reward Enhancement may be marketed under another name (*e.g.*, World Points), as determined by MBNA America from time to time, in its sole discretion.

(r) "Royalties" means the compensation set forth in Schedule B.

(s) "Trademarks" means any design, image, visual representation, logo, service mark, trade dress, trade name, or trademark used or acquired by BAA during the term of this Agreement.

(t) "University" means Brown University and any office or department of, or affiliated or associated with, Brown University, including but not limited to the athletic department and the office of student affairs of Brown University.

4. The current term of the Agreement is hereby extended to end on December 31, 2012. Thereafter, the Agreement shall automatically extend at the end of the current term or any renewal term for successive two-year periods, unless either party gives written notice of its intention not to renew at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the last date of such term or renewal term, as applicable. This

Section shall replace all provisions concerning the term of the Agreement, the renewal of the Agreement, and all notices required to not renew this Agreement.

5. Effective September 1, 2006, the Agreement is amended by deleting the following in their entirety:

(i) Section II of Attachment #1 to the addendum dated November 13, 1996;
(ii) Section II of Attachment #1 to the Plus Miles Addendum dated July 24, 1997;
(iii) Section 9(d) of the Term Extension Addendum dated July 13, 2000; and
(iv) Section II of Attachment #1 to the Travel Rewards GIP Addendum dated April 25, 2003

6. Effective September 1, 2006, the provisions of Schedule B of the Agreement are deleted in their entirety and replaced with the provisions of Attachment #1, attached hereto and incorporated herein by reference.

7. Subject to applicable law and regulation, and notwithstanding any other provision of the Agreement, MBNA America has the right to place Trademarks on gifts for individuals completing applications and on other premium items, including without limitation t-shirts, hats, "bobbleheads," or other items for the solicitation of credit card account applications. BAA shall have final approval of the use and appearance of such marks used on such materials, but hereby grants MBNA America the right to use such approved materials at MBNA America's discretion. In no event shall MBNA America be required to pay additional amounts to any third party (*e.g.*, any producer, licensor(ee) or manufacturer of such gifts and premiums) as royalties otherwise due directly or indirectly to or on behalf of BAA for such gifts or premiums. BAA agrees to waive such payments from any such third party(ies) (and/or to cause the usual recipient(s) of such payments to waive such payments), and to execute and deliver (and/or to cause the usual recipient(s) of such payments to execute and deliver) such additional documentation as may be necessary or appropriate to give effect to this waiver. If a third party should refuse to give effect to BAA's waiver by reducing the price to MBNA America for such gifts or premiums by the applicable amount, then MBNA America may deduct such applicable amount from all Royalties otherwise due under this Agreement to BAA

8. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding. Certain Financial Service Products or services under the Agreement may be offered through MBNA America's affiliates. For example, business credit cards are currently issued and administered by MBNA America (Delaware), N.A., and certain marketing services are currently provided by MBNA Marketing Systems, Inc.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**BROWN ALUMNI ASSOCIATION**

By: [signature]

Name: H. B. RODRIGUEZ-FARRAR

Title: PRESIDENT

Date: 1/4/06

**MBNA AMERICA BANK, N.A.**

By: [signature]

Name: Jake Frego

Title: EVP

Date: 3/6/06

ATTACHMENT #1

ROYALTY ARRANGEMENT

During the term of this Agreement, MBNA America will pay BAA a Royalty calculated as follows, for those accounts with active charging privileges. MBNA America may create a special class of consumer accounts for BAA employees under the Program, and will not pay compensation for such designated accounts. All Royalty payments due hereunder are subject to adjustment by MBNA America for any prior overpayment of Royalties by MBNA America:

A. CREDIT CARD ACCOUNTS

1. $1.00 (one dollar) for each new consumer Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Credit Card Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. $3.00 (three dollars) for each Preferred Credit Card Account and Student Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

3. $6.00 (six dollars) for each Alumni Credit Card Account (other than Preferred Credit Card Accounts) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

4. 0.50% (fifty basis points ) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

5. 0.40% (forty basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, money orders, bets, lottery tickets, or casino gaming chips)).

6. 0.50% (fifty basis points) of all cash advance and cash equivalent transaction dollar volume generated by Customers using a consumer Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions. Effective January 1, 2007, this Section A.6., will automatically be amended by deleting the reference to "0.50% (fifty basis points)" and replacing it with "0.40 (forty basis points"). Effective January 1, 2008, this Section A.6., will automatically be amended by deleting the reference to "0.40% (forty basis points)" and replacing it with "0.30 (thirty basis points"). Effective January 1, 2009, this Section A.6., will automatically be amended by deleting the reference to "0.30% (thirty basis points)" and replacing it with "0.20 (twenty basis points"). Effective January 1, 2010, this Section A.6., will automatically be amended by deleting the reference to "0.20% (twenty basis points)" and replacing it with "0.10 (ten basis

points"). Effective January 1, 2011, this Section A.6. is deleted in its entirety and BAA will no longer accrue Royalties on cash advance and cash equivalent transaction dollar volume.

7. $40.00 (forty dollars) for each consumer GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the consumer GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such consumer GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Reward Credit Card Accounts.

1. $1.00 (one dollar) for each new Reward Credit Card Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. If any Credit Card Account, after opening, converts to a Reward Credit Card Account, an additional opening-of-an-account Royalty will not be paid for the new Reward Credit Card Account

2. $3.00 (three dollars) for Student Reward Credit Card Account and Preferred Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such Royalty will be paid for each Reward Credit Card Account which: 1) has a balance greater than zero as of the last business day of the annual anniversary of the month in which the Reward Credit Card Account was opened; and 2) has had active charging privileges for each of the preceding twelve months. A Reward Credit Card Account may renew every twelve (12) months after the opening of the account.

3. $6.00 (six dollars) for each Alumni Reward Credit Card Account (other than Preferred Reward Credit Card Accounts) for which the annual fee is paid by the Customer. If no annual fee is assessed by MBNA America (other than as a result of a courtesy waiver by MBNA America), then such royalty will be paid for each Credit Card Account which: 1) has a balance greater than zero as of the last business day of every twelfth month after the opening of that Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve months.

4. 0.30% (thirty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

5. 0.10% (ten basis points) of all retail purchase transaction dollar volume generated by Customers using a Student Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, bets, lottery tickets, or casino gaming chips)).

6. $40.00 (forty dollars) for each Reward GIP Account opened, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.

C. BUSINESS CREDIT CARD ACCOUNTS

Business Credit Card Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Credit Card Accounts.

0.20% (twenty basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Credit Card Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

D. BUSINESS REWARD ACCOUNTS

Business Reward Account Royalty compensation provisions shall not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Credit Card Accounts shall not apply to Business Reward Credit Card Accounts.

0.10% (ten basis points) of the retail purchase transaction dollar volume generated by Customers using a Business Reward Account with active charging privileges, excluding those transactions that (i) relate to refunds, returns and/or unauthorized transactions, and/or (ii) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person-to-person money transfers, bets, lottery tickets, or casino gaming chips).

E. CONSUMER GOLD RESERVE REVOLVING LOAN ACCOUNTS

1. $0.50 (fifty cents) for each new Gold Reserve Account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

3. $2.00 (two dollars) for each Gold Reserve Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Reserve Account, and/or of any twelfth month thereafter.

F. CONSUMER GOLD OPTION REVOLVING LOAN ACCOUNTS

1. $0.50 (fifty cents) for each new Gold Option account opened, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five basis points) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Gold Option Accounts which are open with active charging privileges as of the last day of such month. This royalty will be paid within sixty (60) days of the end of the calendar year.

3. $2.00 (two dollars) for each Gold Option Account that is open with active charging privileges as of the last processing day of the twelfth month after the opening of that Gold Option Account, and/or of any twelfth month thereafter.

G. BUSINESS GOLD RESERVE ACCOUNTS

1. $5.00 (five dollars) for each new Business Gold Reserve Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Reserve Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Reserve Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

H. BUSINESS GOLD OPTION ACCOUNTS

1. $5.00 (five dollars) for each new Business Gold Option Account opened under the Program, which is utilized by the Customer for at least one transaction which is not subsequently rescinded or disputed.

2. 0.25% (twenty-five one-hundredths of one percent) of the average of all month-end outstanding balances (excluding transactions that relate to credits and unauthorized transactions) in the calendar year for certain Business Gold Option Accounts. This payment shall be calculated as of the end of each calendar year, based upon outstanding balances measured as of the end of each of the preceding calendar months of that year occurring during the term. Each monthly measurement shall include outstanding balances for only those Business Gold Option Accounts which are open with active charging privileges as of the last day of such month. This Royalty will be paid within sixty (60) days of the end of the calendar year.

I. DEPOSIT ACCOUNTS

"CD Deposits" means those deposits in the certificate of deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

"MMDA Deposits" means those deposits in the money market deposit accounts opened by Members in response to marketing efforts made pursuant to the Program.

1. 0.10% (ten one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.008333%) of the average MMDA Deposits.

2. 0.05% (five one-hundredths of one percent) on an annualized basis, computed monthly (periodic rate of 0.004167%) of the average CD Deposits.

J. PRACTICE FINANCE ACCOUNTS

0.25% (twenty-five one-hundredths of one percent) of the initial amount funded under any closed-end Practice Finance Product account resulting from a complete application package that was first submitted to MBNA America by a member of BAA as a result of marketing conducted pursuant to this Addendum.

Notwithstanding the above, any closed-end Practice Finance Product account whose loan proceeds are used, in whole or in part, to refinance an MBNA America or an MBNA America affiliate loan will not generate compensation.

K. ROYALTY ADVANCES

Within forty-five (45) days after each January 1st, 2006, 2007, 2008, 2009, 2010, 2011, and 2012, MBNA America shall pay to BAA the sum of Three Hundred Fifty Thousand Dollars ($350,000) (each, an "Advance"), as an advance against future Royalties, subject to the provisions set forth below. All Royalties accrued shall, in lieu of direct payment to BAA, be applied against each of the Advances until such time as all Advances are fully recouped. Any Royalties accrued thereafter shall be paid to BAA as set forth in this Agreement. Notwithstanding the foregoing, (x) MBNA America shall no longer be obligated to pay any additional Advances to BAA hereunder, and (y) BAA hereby promises to pay MBNA America upon demand an amount equal to the difference between the total amount of the Advance(s) paid by MBNA America and the total amount of accrued Royalties credited by MBNA America against such Advance(s) as of the date of such demand, in the event any of the conditions set forth in Clauses (i) through (vi) below should occur:

(i) the Agreement is terminated prior to December 31, 2012;

(ii) BAA breaches any of its obligations under this Agreement;

(iii) MBNA America is prohibited or otherwise prevented from conducting at least four (4) direct mail campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement;

(iv) MBNA America is prohibited or otherwise prevented from conducting at least three (3) telemarketing campaigns to the full updated Mailing List during each consecutive twelve month period during the term of the Agreement; and

(v) MBNA America is prohibited from conducting on-campus promotion campaigns (e.g., tabling and postering) at major events, during each consecutive twelve month period during the term of the Agreement; and

(vi) the University endorses, sponsors or promotes any credit card program, charge card program, debit card program, or travel and entertainment card program. with any entity other than MBNA America.

2. If during any given year(s) during the term of this Agreement MBNA America recoups all prior Advances paid by it to BAA in prior years, and pays BAA Royalties accrued by BAA over and above the Royalties used by MBNA America to recoup such prior Advances (the "Paid Out Royalties"), then MBNA America may reduce the amount of any subsequent Advance(s) due by the amount of any such Paid Out Royalties.

L. ROYALTY GUARANTEE

BAA shall be guaranteed to accrue Royalties (including without limitation the amount of the Advance) equal to or greater than Two Million Three Hundred Fifty Thousand Dollars ($2,350,000) (the "Guarantee Amount") by the end of the full term of the Agreement, subject to the provisions set forth below. If on the last day of the full term of this Agreement BAA has not accrued $2,350,000 in Royalties, MBNA America will pay BAA an amount equal to the Guarantee Amount minus the sum of all compensation accrued by BAA during the term of this Agreement and the amount of any unrecouped Advance. Notwithstanding the foregoing, this Royalty Guarantee and any obligation of MBNA America hereunder shall be expressly contingent upon the non-occurrence of any of the conditions set forth in Subsection K.1., above.

**AUTO LOAN PRODUCT ADDENDUM**
**TO THE BROWN ALUMNI ASSOCIATION**
**AMENDED AND RESTATED AFFINITY AGREEMENT**

THIS ADDENDUM (the "Addendum") is entered into as of the 8th day of JANUARY, 2009, (the "Addendum Effective Date") by and between BROWN ALUMNI ASSOCIATION ("BAA") and FIA CARD SERVICES, N.A. (formerly known as MBNA AMERICA BANK, N.A.) ("BANK"), for themselves and their respective successors and assigns.

WHEREAS, BAA and BANK, are parties to that certain Amended and Restated Affinity Agreement, as the same has been amended (the "Agreement"), wherein BANK provides certain Financial Service Products to certain persons included in certain lists provided to BANK by or on behalf of BAA; and,

WHEREAS, BAA and BANK mutually desire to amend the Agreement to include "Auto Loan Products", as defined below, as part of the Program.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, BAA and BANK agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Original Agreement.

2. Section 1 of the Agreement is hereby amended to include the following definitions:

"Auto Loan Account" means a direct purchase money installment loan secured by an Auto Loan Product which is opened pursuant to the Program

"Auto Loan Products" means new or used automobile or light truck loans.

3. The parties agree that Auto Loan Products are now part of the Program (as such Auto Loan Products and Program may be adjusted or amended from time to time by BANK, in its sole discretion). BANK may, at its option, offer the Auto Loan Products to some or all of the Members, including without limitation those persons included on the Mailing Lists provided by BAA under the Agreement. Bank may offer Auto Loan Products through an affiliate, including without limitation, Bank of America, N.A.

4. Notwithstanding anything in the Agreement to the contrary, BAA hereby grants BANK and its affiliates a limited, exclusive license to use the Trademarks in conjunction with the Auto Loan Products, including the promotion thereof. BANK's use of the Trademarks, which shall be at BANK's option, shall be subject to BAA's review and approval rights set forth in Section 2(d) of the Agreement. This license shall be transferred upon assignment of the Agreement. This license shall remain in effect for the duration of this Addendum and shall apply to the Trademarks, notwithstanding the transfer of such Trademarks by operation of law or otherwise to any permitted successor, corporation, organization or individual.

5. BAA agrees to exclusively endorse Auto Loan Products; and that neither BAA, nor any BAA Affiliate will, by itself or in conjunction with others, directly or indirectly sponsor, advertise, aid, develop, market, solicit proposals for programs offering, or discuss with any organization (other than BANK) the providing of, any Financial Service Products, including Auto Loan Products, of any entity other than BANK. Subject to the foregoing, all of BAA's promises arising from its exclusive arrangement with BANK in the Agreement shall also apply to the Auto Loan Products.

6. BAA authorizes BANK, at no cost to BANK, to solicit Members for the Auto Loan Products through BAA's home page and other prominent locations within the internet site(s) of BAA. During the term of the Agreement, BANK may establish a hyperlink from such advertisements to another internet site to enable a person to apply for an Auto Loan Product. BAA will modify or remove such advertisements within twenty-four (24) hours of BANK's request. To enable BANK to view all Auto Loan Product material, BAA will provide BANK with the ability to access any and all pages within the BAA internet site(s), including without limitation any "members only" or other restricted access pages.

7. Notwithstanding anything contained in the Agreement to the contrary, BAA acknowledges and agrees that BANK may market any financial products or services that BANK offers (e.g., credit cards and deposit products, collectively "Bank Products") contemporaneously with the promotion of the Auto Loan Products and that such Bank Products are not subject to this Agreement. In addition, BANK may maintain separately all information it obtains as a result of an account application for, and/or an account relationship in connection with, an Auto Loan Product or Bank Product. All such information becomes a part of BANK's own files and shall not be subject to the Agreement.

8. During the term of the Auto Loan Products Addendum, Bank will pay BAA the following Auto Loan Account Royalty: 0.25% (twenty-five basis points) of the amount initially funded for each Auto Loan Account opened pursuant to the Program and which remains open for a least ninety (90) consecutive days. Auto Loan Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions referencing any other form of Accounts in the Agreement will not apply to Auto Loan Accounts. Payments will be made approximately forty-five (45) days after the end of each calendar quarter. For the avoidance of doubt, Auto Loan Products shall not be eligible for GIP Royalties pursuant to the Agreement. For the sake of clarity, all royalties that accrue for Auto Loan Accounts shall, in lieu of direct payment to BAA, be applied against any Advance(s) Bank has paid to BAA under the Agreement until such time as all Advance(s) are fully recouped by BANK. Any Auto Loan Account Royalties accrued thereafter shall be paid to BAA in accordance with the terms set forth in this Addendum.

9. The term of this Addendum will begin on the Addendum Effective Date and end on the earlier of: (i) the first anniversary of the Addendum Effective Date, or (ii) upon the expiration or termination of the Agreement.

10. Except as amended by this Addendum, all of the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed.

Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. The parties acknowledge that all of BANK's rights and responsibilities under the Agreement relating to the Auto Loan Products apply equally to Bank of America, N.A. and its successors and assigns.

11. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters covered and no other or prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has executed this Addendum as of the date first above written, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

| | **BROWN ALUMNI ASSOCIATION** | | **FIA CARD SERVICES, N.A.** |
|---|---|---|---|
| By: | | By: | |
| Name: | JOSEPH M. FERNANDEZ | Name: | Jeffrey A. Noewine |
| Title: | PRESIDENT-ELECT | Title: | SVP |
| Date: | 8 JANUARY 2009 | Date: | 26 - February - 2009 |

December 15, 2009

Ms. Christine Love
Assistant Vice President, Alumni Relations
Brown Alumni Association
38 Brown Street
Box 1859
Providence, Rhode Island 02912

RE: The Amended and Restated Affinity Agreement by and between Brown Alumni Association ("BAA") and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("FIA"), dated August 10, 1995, as the same has been amended, including without limitation, by that certain Deposit Program Addendum to the Brown Alumni Association Affinity Agreement dated December 20, 2006 (the "Deposit Program Addendum", and collectively with all other addenda, the "Agreement").

Dear Ms. Love:

This letter confirms our understanding that FIA and BAA would like to extend the current term of the Deposit Program Addendum.

In consideration of the parties' mutual desire to provide time to negotiate the new terms of the Deposit program and other good and lawful consideration, the parties agree that the current term of the Deposit Addendum shall be extended to February 19, 2010, and, thereafter, the term of the Deposit Program Addendum shall automatically extend at the end of the then current term and any renewal term for periods of thirty (30) days, until either party gives written notice of its intention not to renew the current term. Such notice shall be delivered to the other party at least thirty (30) days prior to the last date of the then current term.

This letter contains the entire agreement of the parties with respect to the matters covered herein and supersedes all prior promises and agreements, written or oral, with respect to the matters covered herein. Except as amended by this letter, the terms of the Agreement shall remain in full force and effect, and with respect to any inconsistencies between this letter and the Agreement, the parties agree that the terms of this letter shall control.

Nothing contained in this letter shall be construed as implying any commitment or agreement by either party to enter into any business arrangement of any nature whatsoever with the other party, except as set forth in the Agreement.

To acknowledge your acceptance of the terms set forth above, please execute both copies of this letter where indicated below and fax one copy and return one original to me.

Sincerely,

**Jason Lundy**
**Vice President, FIA Card Services**

Accepted and agreed:

**FIA CARD SERVICES, N.A.**

By: Chad Pisorchik

Name: Chad Pisorchik

Title: SVP

**BROWN ALUMNI ASSOCIATION**

By: Joseph M. Fernandez

Name: JOSEPH M. FERNANDEZ

Title: PRESIDENT

## ADDENDUM TO THE AMENDED AND RESTATED AFFINITY AGREEMENT

THIS ADDENDUM (the "Addendum") is entered into as of this 1st day of July, 2010 (the "Addendum Effective Date"), by and between Brown Alumni Association ("BAA"), and FIA Card Services, N.A. (f/k/a MBNA America Bank, N.A.) ("Bank"), for themselves and their respective successors and assigns.

WHEREAS, BAA and Bank are parties to an Amended and Restated Affinity Agreement dated as of August 10, 1995, as the same has been amended including without limitation by the Deposit Program Addendum to the Brown Alumni Association Affinity Agreement dated as of December 20, 2006 (the "Deposit Addendum" and collectively with all other addenda, the "Agreement"), wherein Bank provides certain Financial Service Products to certain persons included in certain Mailing Lists provided to Bank by or on behalf of BAA; and

WHEREAS, BAA and Bank mutually desire to amend the Agreement and the Deposit Addendum as provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, BAA and Bank agree as follows:

1. The above recitals are incorporated herein and deemed a part of this Addendum. Capitalized terms used but not otherwise herein defined are used as defined in the Agreement.

2. The following definition is hereby added to Section 1 of the Agreement:

   "**Applicable Law**" means, at any time, any applicable (i) federal, state, and local statutes, regulations, licensing requirements, regulatory bulletins or guidance, regulatory examinations, agreements or orders, (ii) regulations, by-laws and rules of any applicable self-regulatory organizations, (iii) rule, regulation, restriction, requirement or contractual term of VISA, MasterCard, American Express or other card network and (iv) judicial or administrative interpretations of any of the foregoing.

3. Section 1(l) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 1(l):

   "(l) "Mailing List" means an updated and current list (in a format designated by Bank) containing non-duplicate Alumni Member names (including without limitation names of business owners or authorized officers), with corresponding valid postal addresses and, when available, telephone numbers (including area codes) and e-mail addresses of all Alumni Members who are at least eighteen (18) years of age, segmented by zip codes or other mutually selected membership characteristics. For the avoidance of doubt, the Mailing List shall not contain names of Student Members."

4. Section 2(c) of the Agreement is hereby deleted in its entirety and replaced with the following new Section 2(c):

   "(c) BAA authorizes Bank to solicit Members by mail, direct promotion, internet, email, advertisements, banking centers, telephone (except that there shall be no telephone solicitations during solicitation periods by the Brown Annual Fund and BAA has the right to delete up to two

hundred (200) names from the Mailing List prior to providing it to Bank) or any other means for participation in the Program."

5. Section 5 of the Agreement is hereby amended by adding the following as a separate paragraph:

"If at any time during the term of the Agreement any change in any card network's interchange rate(s) or similar rate(s), when measured separately or together with all other rate changes since the Addendum Effective Date, has more than a de minimis adverse impact on Bank's business, as determined by Bank in its sole discretion ("Impact"), then Bank may notify BAA in writing of Bank's desire to renegotiate the Royalties and any other financial terms in the Agreement to address the Impact. If, within sixty (60) business days after BAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that modifies the Royalties and other financial terms to address the Impact, Bank shall have the right to terminate this Agreement, without penalty or liability to BAA, upon ninety (90) days advance written notice."

6. Section 11 of the Agreement is hereby amended by adding the following new subsection (e):

"(e) In the event that Applicable Law has or will have a material adverse effect on Bank's business (as determined in Bank's sole discretion) ("Event"), Bank may notify BAA in writing of Bank's desire to renegotiate the terms of the Agreement to address the Event. If, within sixty (60) business days after BAA's receipt of Bank's notice, the parties have not, for whatever reason, fully executed an addendum that is satisfactory to both parties, Bank shall have the right to terminate this Agreement, without penalty or liability to BAA, upon ninety (90) days advance written notice."

7. Section 12(f)(ii) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(ii) If to Bank:

FIA Card Services, N. A.
MS DE5-004-04-02
1100 North King Street
Wilmington, Delaware 19884

ATTENTION: Contract Administration

Fax #: (302) 432-1821"

8. The Agreement is hereby amended by deleting the following in their entireties:

(i) Sections 1(c), 1(d), 1(j) and 1(k)
(ii) the first sentence of Section 7;
(iii) Schedule A; and
(iv) Sections E, F, G, H of Schedule B.

9. BAA and Bank mutually agree that as of the Addendum Effective Date and for the remainder of the current term and any renewal term, Bank will not pay Royalties to BAA for new or existing Student Credit Card Accounts and new or existing Student Reward Credit Card Accounts. Therefore, Schedule B of the Agreement is hereby amended by deleting Sections A and B in their entireties and replacing each

respectively with new Sections A and B, as set forth on Attachment #1, attached hereto and made a part hereof.

10. Paragraph 5 of the Deposit Addendum is hereby amended by deleting the following in its entirety:

> "However, Bank, in its sole discretion, may compensate Customers owning such converted accounts in accordance with sub-section (b) below or otherwise."

11. Paragraph 5(a) of the Deposit Addendum is hereby deleted in its entirety and replaced with a new Paragraph 5(a) as follows:

> "(a) $2.00 (two dollars) for each new checking account opened under the Program which has a positive balance of at least $50.00 (fifty dollars) ninety (90) days from the account opening date. An additional $1.00 (one dollar) for every checking account opened under the Program that has a positive balance of at least $50.00 (fifty dollars) on each subsequent anniversary of the account opening date. Payments will be made approximately forty-five (45) days after the end of each calendar quarter."

12. Paragraph 6 of the Deposit Addendum is hereby amended by adding the following to the end of the paragraph:

> "For the sake of clarity, all royalties that accrue for Deposit Accounts, shall, in lieu of direct payment to BAA, be applied against any Advance(s) and/or Guarantee Amount that BAA receives or may receive under the Agreement until such time as all Advance(s) are fully recouped by Bank. Any Deposit Account Royalties accrued thereafter shall be paid to BAA in accordance with the terms set forth in this Addendum."

13. Paragraph 8 of the Deposit Addendum is hereby deleted in its entirety and replaced with a new Paragraph 8 as follows:

> "8. The term of this Addendum begins on the Addendum Effective Date and shall run co-terminus with the term of the Agreement. Notwithstanding the foregoing, the termination rights set forth in the Agreement may also be exercised by the applicable party to terminate this Addendum only."

14. Except as amended by this Addendum, all the terms, conditions and covenants of the Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this Addendum and the Agreement shall be governed by this Addendum. Notwithstanding anything to the contrary in the Agreement, the Agreement, as amended by this Addendum, shall be governed by and subject to the laws of the State of Delaware (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Delaware. Certain Financial Service Products or services under the Agreement may be offered through Bank affiliates.

15. This Addendum may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Agreement, as amended by this Addendum, contains the entire agreement of the parties with respect to the matters

covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

IN WITNESS WHEREOF, each party hereto, by its representative, has duly executed this Addendum as of the Addendum Effective Date, and such party and its representative warrant that such representative is duly authorized to execute and deliver this Addendum for and on behalf of such party.

**BROWN ALUMNI ASSOCIATION**

By: [signature]

Name: Todd Andrews

Title: VP-Alumni Relations

Date: 5/25/10

**FIA CARD SERVICES, N.A.**

By: [signature]

Name: Chad Pisorchik

Title: SVP

Date: 6/18/10

Attachment #1

A. CREDIT CARD ACCOUNTS

1. $1.00 (one dollar) for each new Alumni Credit Card Account opened, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed.

2. $3.00 (three dollars) for each Preferred Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Preferred Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. $6.00 (six dollars) for each Alumni Credit Card Account (other than Preferred Credit Card Accounts) for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Alumni Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Alumni Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

4 0.50% (fifty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips)).

5. 0.20% (twenty basis points) of all cash advance and cash equivalent transaction dollar volume generated by Customers using an Alumni Credit Card Account (excluding those transactions that relate to refunds, returns and/or unauthorized transactions). Effective January 1, 2010, this Section A.4 will automatically be amended by deleting reference to "0.20% (twenty basis points)" and replacing it with "0.10% (ten basis points)". Effective January 1, 2011, this Section A.4 is deleted in its entirety and BAA will no longer accrue Royalties on cash advance and cash equivalent transaction dollar volume.

6. $75.00 (seventy-five dollars) for each GIP Account opened by an Alumni Member, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the GIP Account's opening for at least one (1) purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such GIP Accounts will not qualify for any other opening-of-an-account Royalty.

B. REWARD CREDIT CARD ACCOUNTS

Reward Credit Card Account Royalty compensation provisions will not affect any other Royalty compensation provisions contained in the Agreement, and the Royalty compensation provisions

referencing any other form of Credit Card Accounts will not apply to Reward Credit Card Accounts.

1. $1.00 (one dollar) for each new Alumni Reward Credit Account opened by an Alumni Member, which remains open for at least ninety (90) consecutive days and that is utilized by the Customer within the first ninety (90) consecutive days of the Alumni Reward Credit Card Account's opening for at least one (1) purchase or cash advance that is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. This Royalty will not be paid for any account which, after opening, converts to an Alumni Reward Account, or for any Reward GIP Account.

2. $3.00 (three dollars) for each Preferred Reward Credit Card Account for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Preferred Reward Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Alumni Preferred Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

3. $6.00 (six dollars) for each Alumni Reward Credit Card Account (other than Preferred Reward Credit Card Accounts) for which the annual fee is paid by the Customer. If no annual fee is assessed by Bank (other than as a result of a courtesy waiver by Bank), then such Royalty will be paid for each Alumni Reward Credit Card Account that: 1) has a balance greater than zero as of the last processing day of every twelfth month after the opening of that Alumni Reward Credit Card Account; and 2) has had active charging privileges for each of the preceding twelve (12) months.

4. 0.30% (thirty basis points) of all retail purchase transaction dollar volume generated by Customers using an Alumni Reward Credit Card Account (excluding those transactions that (1) relate to refunds, returns and/or unauthorized transactions, and/or (2) are cash equivalent transactions (*e.g.*, the purchase of wire transfers, person to person money transfers, bets, lottery tickets, or casino gaming chips).

5. $75.00 (seventy-five dollars) for each Reward GIP Account opened by an Alumni Member, which remains open for at least ninety (90) consecutive days and which is utilized by the Customer within the first ninety (90) consecutive days of the Reward GIP Account's opening for at least one purchase or cash advance which is not subsequently rescinded, the subject of a charge back request, or otherwise disputed. Such Reward GIP Accounts will not qualify for any other opening-of-an-account Royalty.